MICROFILM

START
OF ROLL

ROLL NO.

47

S-92(1) Carlton-Chehalem Cr. Sec., 1947
Carlton-Chehalem Cr. Co. Rd.
#2960 [redacted]

RECEIVED
JUL 21 1950
FOR FILING

892-A
2960

July 21, 1950

Wilson, Beckett, Oppenheimer, Marks & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Calvin H. Souther

Gentlemen:

This is to acknowledge your letter of July 19 concerning a claim filed by Farnham Electric Company against State Highway Commission Contract No. 2960 held by Hank H. Parsons for grading and surfacing the Cliff View-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

Our records show that this contract was completed August 13, 1949 and accepted by the Commission February 6, 1950.

The Farnham Electric claim was filed in this office on May 25, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAO:ml

R. W. WILBUR
H. B. BECKETT
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS
WILBUR

July 19, 1950

2960

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I have your letter of July 13th concerning the Frank M. Parsons contract and the Farnham Electric Company claim. As I recall this contract was completed and accepted more than six months prior to the filing of this claim but will appreciate your advising me definitely when the contract was completed and accepted and when the claim was filed so that we can determine what action to take with respect to it.

Sincerely yours,

Calvin N. Souther

CNS:ib

RECEIVED
JUL 20 1950
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
JUL 14 1950
FOR FILING

192-(1)
2960

July 13, 1950

Wilbur, Beckett, Oppenheimer, Harris & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. Calvin H. Souther

Gentlemen:

As requested in your letter of July 7 there is attached hereto a copy of the claim as received in this office by Farnham Electric against Frank M. Parsons in connection with the State Highway Commission Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road and a copy of our reply to the claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

R. H. Buckley

Secretary

FAQ:md

Attach.

REFER TO

R. W. WILBUR
H. B. BECKETT
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS
WILBUR

July 7, 1950

2960

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I have just received a copy of your letter of May 29, 1950, addressed to the Home Indemnity Company concerning the claim of Farnham Electric against Frank W. Parsons.

I would appreciate it very much if you would send me a copy of this claim and shall look forward to hearing from you at your convenience.

Sincerely yours,

Calvin N. Souther

CNS:ib

cc: J. B. Buckley

RECEIVED
JUL 11 1950
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
JUN 29 1950
FOR FILING

File
2960

89201
2960

May 29, 1950

Credit Bureaus
Fenton Building
McMinnville, Oregon

Attention: Ralph J. Schaapman
District Manager

Gentlemen:

We have your letter of May 23 advising that Farnham Electric has a claim against Frank W. Parsons Construction Company. Frank W. Parsons, 113 Northwest First Avenue, Forest Grove, Oregon, held State Highway Commission Contract 2960 for grading and surfacing on the Carlton-Chehalem Creek Yamhill County County Road. This contract was completed August 13, 1949, and accepted by the Commission on February 6, 1950. Final payment was made April 21, 1950.

We are not certain if the contractor to whom you refer is the same one as has held State Highway Contract 2960, but if it is the same contractor and the job to which Farnham Electric furnished materials or services, we would suggest that a claim be made to the Secretary of State to project the claim beyond a period of six months after the job has been accepted by the Commission. For your information we are enclosing an excerpt from the Oregon Law outlining the necessary procedure for filing such a claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
5-29-50 gp

May 29, 1950

Home Indemnity Company
P. O. Box 909
Church Street Station
New York 8, New York

Gentlemen:

This is to advise that we have received a letter from Credit Bureaus, Pershon Building, Hattlesville, Oregon, advising that Pershon Electric has a claim against Frank M. Parsons Construction Company. No amount is given in the claim nor any details as to services or materials provided.

Although the name the Credit Bureaus give is different than the Frank M. Parsons who holds State Highway Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road, we are passing the information on to you for investigation as you may care to make.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Howard A. Hosher
18 N. W. First Avenue
Forest Grove, Oregon

Mr. Frank M. Parsons
113 N. W. First Avenue
Forest Grove, Oregon

NOTED ON CARD
5-29-50

GUARD YOUR CREDIT AS A SACRED TRUST

CREDIT BUREAUS

FENTON BUILDING
McMINNVILLE, OREGON
TELEPHONE 161

2960

STATE HIGHWAY DEPT.
Salem, Oregon

May 23, 1950

Frank W. Parson Const. Co.

RE: S

Gentlemen:

Please advise if we may file a claim against the above or whether the contract has expired. We have a claim of Farnham Electric against above subjects and Attorney Souther referred us to your department.

Enclosed please find postage paid envelope for your convenience in replying.

Very truly yours

CREDIT BUREAUS, INC.

Ralph J. Schaapman

Ralph J. Schaapman, Dist. Mgr.
Adj. Dept.

RJS/d
encl.

RECEIVED
MAY 25 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
5-29-50 JF

RECEIVED
APR 24 1950
FOR FILING

Files

b-92 (1)

OREGON STATE HIGHWAY COMMISSION

April 20, 1950
(Date)

2960 (Contract No.) 12-final (Est. No.) Frank M. Parsons (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
5308	373097	1,921.15	4/19/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified date of completion:

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

ACCOUNTING DIVISION

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: APR 21 1950

NOTED ON CARD
4-21-50 gf

H B
This was an extension of time (1 year) due to failure of the contractor to finish the work within the specified time, and the assessment of liquidated damages in the amount of $2,048.27 was deducted from the estimate in the amount of $2,048.27. Mr. Glaisyer & I discussed this and he said pay it then OK to mail.
Wick

APR 21 1950

OREGON STATE HIGHWAY COMMISSION

April 20, 1950
(Date)

2960 (Contract No.)	12-final (Est. No.)	Frank M. Parsons (Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
5808	373097	1,921.15	4/19/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified date of completion: Oct. 31, 1948

Completed: Aug. 13, 1949

ACCOUNTING DIVISION

Contract Accepted: Feb. 6, 1950

Time Extensions: Extended to Aug. 13,1949 with engineering costs to be assessed from Nov. 1, 1948 to final completion date as penalty.

Penalties:

Claims: Reference letter to Mr. Hawke under date of 2-3-50.

Remarks:

Date: 4-20-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
APR 7 - 1950
FOR FILING

J-72(1)
2960

April 7, 1950

Calvin H. Souther, Attorney at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther:

This is to acknowledge and thank you for your letter of April 5 with reference to the final payment on Frank H. Peterson's Contract No. 7960 with the State Highway Commission.

I am pleased to advise that the voucher has been sent to the auditor for processing, and the final warrant will be mailed to you as soon as it is received from the Secretary of State.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HHG:gl

cc: H. H. Banks - 2
F. A. Query

NOTED ON CARD
4-7-50 gl

cc Hawke 2
Duncan

R. W. WILBUR
H. B. BECKETT
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS
WILBUR

April 5, 1950

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

I have finally obtained Mr. Parson's signature to the enclosed assignment of claim, acknowledgment, statement of items chargeable to contractor, and final estimate which I am enclosing with this letter. I have already taken care of all of the outstanding claims except that of Kenneth Murray which has just been reduced to judgment in the Circuit Court for Multnomah County.

#2960

The contractor has indicated to us that he does not intend to appeal this case and we are, therefore, expecting to take care of this judgment should no appeal be taken. Under the circumstances I see no reason why you cannot send us the final payment in the amount of $1,921.15. Please let us hear from you at your convenience.

Sincerely yours,

Calvin N. Souther

CNS:ib
Encl.

Rec'd 4/7/50
Murray
Voucher sent to auditor 4/7

RECEIVED
APR 11 1950
FOR FILING

Files

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

8-920
2960

April 4, 1950

Honorable H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Claim No. H-11064 - Bond No. H-87677
Frank M. Parsons to Oregon State Highway Commission - Contract No. 2960.

Thanks for your letter of March 29, 1950 and the enclosure indicating satisfaction of claim of $732.88, previously filed by McMinnville Ready-Mix Concrete Company against Contract No. 2960, under the above bond.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:cw
cc: Mr. J. B. Buckley
Portland Office

RECEIVED
APR 11 1950

REFERRED TO
SECRETARY

NOTED
H. B. GLAISYER

RECEIVED
MAR 31 1950
FOR FILING

822(1)
2960

March 29, 1950

Home Indemnity Company
P. O. Box 909
Church Street Station
New York, N. Y.

Gentlemen:

This is to advise that we have received a letter from R. A. McCourry, attorney for the Hillsboro Ready-Mix Concrete Company, advising that their claim against Frank M. Parsons has been paid in full. This claim is in the amount of $732.86 for hauling and pouring concrete on Mr. Parsons' Contract No. 2960 for work on the Scoliton-Chehalem Creek Rockfill County Road.

Mr. McCourry has also notified the Secretary of State that this claim has been paid and the Secretary of State has furnished a copy of his letter to us.

This information is provided as the Home Indemnity Company appears as surety on the bond executed in connection with Contract 2960.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FMQ:ml

cc - Mr. Howard A. Rosher
18 N. W. First Avenue
Forest Grove, Oregon

Mr. Frank M. Parsons
113 N. W. First Avenue
Forest Grove, Oregon

NOTED ON CARD
3-29-50

COPY

OFFICES

ROY A. MC COURRY

Attorney at Law
U. S. National Bank Building

McMinnville, Oregon

March 27, 1950.

Hon. Earl T. Newbry,
Secretary of State,
State Capitol Building,
Salem, Oregon.

Dear Sir:

This is in regard to claim of McMinnville Ready Mix Concrete Company, Virgil Wells, sole owner, against Mr. Frank Parsons and his bondsman in the amount of $732.68, for hauling and pouring concrete on the Carlton-Chehalem Creek County Road under State Highway Contract No. 2960, in Yamhill County. Notice of the claim was forwarded to you by the claimant June 14th, 1949.

Please be advised that this claim has been paid in full and releases therefor issued to Mr. Parsons and the Surety Company.

I am Attorney for the claimant.

Very truly yours,

R. A. MC COURRY

R. A. McCourry.

RAM:asr.

RECEIVED
MAR 31 1950
FOR FILING

892 (1)
2960

Wes Lemm

March 29, 1950

Mr. R. A. McCourry
U. S. National Bank Building
McMinnville, Oregon

Dear Mr. McCourry:

We acknowledge with thanks your letter of March 27 advising that the claim of your client, Ready-Mix Concrete Company, has been paid in full.

This claim, in the amount of $732.88, was filed against Frank Parsons for hauling and pouring concrete in connection with his operations on our Contract 2960 on the Scriton-Salem Creek Yamhill County Road.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-29-50

OFFICES
ROY A. McCOURRY
ATTORNEY AT LAW
U. S. NATIONAL BANK BUILDING
McMINNVILLE, OREGON

March 27, 1950.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

This is in regard to claim of McMinnville Ready-Mix Concrete Company, Virgil Wells, sole owner, against Mr. Frank Parsons and his bondsman in the amount of $732.88 for hauling and pouring concrete on the Carlton-Chehalem Creek County Road under State Highway Contract No. 2960, in Yamhill County. Notice of the claim was forwarded to you by the claimant June 14th, 1949.

Please be advised that this claim has been paid in full and releases therefor issued to Mr. Parsons and the Surety Company. I am Attorney for the claimant.

Very truly yours,

R. A. McCourry.

RAM:asr.

RECEIVED
MAR 28 1950
STATE HIGHWAY

3-28-50, SR

RECEIVED
MAR 31 1950
FOR FILING

892 (1)
2960

Files

2960

March 29, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of March 28 to which was attached a statement from R. A. McCourry, attorney for the Nettleville Ready-Mix Concrete Company, advising that their claim against Frank E. Parsons in the amount of $732.88 has been paid in full.

This claim was in connection with Mr. Parsons' Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road and bears your file No. 3177.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
3-29-50 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 28, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We are enclosing a copy of a letter received from Roy A. McCourry, advising of the payment of the notice of claim by McMinnville Ready Mix Concrete Company, filed in this office June 15, 1949, our file number 3177.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

General
Information
Unit

RECEIVED
MAR 29 1950
OREGON
STATE HIGHWAY COMMISSION

NOTED IN CARD

3-29-50 gl

RECEIVED
FEB 21 1950
FOR FILING

8-9201
2960

February 20, 1950

Mr. Frank M. Parsons
113 N. W. 1st Ave.
Forest Grove, Oregon

Dear Mr. Parsons:

The State Highway Commission, at its meeting on February 6, 1950, had under discussion your request for an extension of time of 13 days, from July 31 to August 13,1949, within which to complete your contract No. 2960 covering the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

Your above request was granted by the Highway Commission, however, engineering penalties are to be assessed against you from November 1, 1949 to the final completion date. I was also instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily accept either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: F. D. Mason,
Division Engineer

H. O. Smith

NOTED ON CARD
2-20-50 gl

RECEIVED
FEB 3 1950
FOR FILING
1-92 (1)
2960

Files

Salem, Oregon
February 3, 1950

Mr. M. H. Hawks
Chief Accountant

Dear Mr. Hawks:

After consultation with Mr. J. M. Devers it has now been determined that you may release the final payment on Contract 2960 with Frank M. Parsons assigned to J. R. Taggart and Company and Home Indemnity Company, surety on the above contract.

Very truly yours

Secretary

FAQ:md

NOTED ON BOND
2-3-50 gf

February 1, 1950

Calvin N. Souther, Attorney at Law,
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther:

I wish to acknowledge and thank you for your letter of January 30 with reference to the claims against the Frank M. Parsons Contract No. 2960 with the State Highway Commission.

I have consulted with the Highway Commission's Chief Counsel, Mr. J. H. Devers, relative thereto. In view of your statements that the Home Indemnity Company, security on Mr. Parsons's bond, is taking care of the claims, we will release the final payment as soon as the voucher can be prepared. It therefore will be necessary for you to obtain from the Home Indemnity Company only a sufficient amount of funds to pay claims over and above the amount of the final payment for this job, $1,921.15.

I tried to reach you on the telephone yesterday, to give you this information, but you were busy at the time and the connection was never made.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NBG/fm

RECEIVED
BY SECRETARY

Benny + Mrs Lewis
note on card.

NOTED ON CARD
2-1-50 JR

FORM E-20 25M 6-49 28008

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1950

SUBJECT:

To: Mr. H. B. Glaisyer

Secretary

Dear Mr. Glaisyer:

In answer to your letter of January 31 concerning State Highway Contract No. 2680, I confirm what I said to you on the phone today, and that is I think you are safe in proceeding to pay the surety company the earned but unpaid balance on the contract in view of the surety company's representations that it is planning to take care of all of the debts.

As I advised you yesterday, I suggest that you call the bonding company's attorney, Mr. Souther, and so advise him so that he can call for only the additional funds needed.

Very truly yours,

J. M. DEVERS

JMD:NH

NOTE ON CARD
1-31-50, JL

January 31, 1950

J. M. Devers
Chief Counsel

I wrote you on January 27 concerning the payment of the final estimate in connection with State Highway Contract #2960, and I received from you yesterday your letter of January 30 in reply thereto.

You asked me to defer any action in this matter until I received a reply to my letter to the bonding company. I received the letter from the bonding company in this mornings mail and attach a copy of it hereto.

I will be glad to discuss the matter with you at your convenience.

HBG/fm
Enc.

Secretary

NOTED ON CARD
1-31-50, SR

1/31/50
(orally)
Mr. Bleven says, in view of Mr. Souther's letter it is satisfactory to make final payment under this contract pursuant to provisions of the assignment. He will follow with and confirm by letter. He told me to phone Mr. Souther information to Mr. Souther ~~which I did this date~~ Tried to phone him but "no success"
this morning

Mr. Tappan phoned this P.M. (1/31/50) that he has received settlement in full from the bonding Co.
this AM

R. W. WILBUR
H. B. BECKETT
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS
WILBUR

January 30, 1950

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Frank M. Parsons
State Highway Contract No. 2960

NOTED
R. B GLAISYER

Dear Mr. Glaisyer:

This will acknowledge your letter of January 27, 1950, wherein you inquire as to what disposition has been made of certain claims. As you have stated, the Murray Bros. Construction Company claim is in dispute and will not be paid unless the court which now has the claim under consideration should enter a judgment against the contractor and that judgment is sustained on appeal. The remaining claims now stand as follows:

	Claim	Paid	Due
Erwin E. Batterman	$1,082.36	$1,082.36	--
McMinnville Ready-Mix Concrete Co.	732.88		732.88
Tedrick & Quillan Ditching	123.75		123.75
Salem Concrete Pipe & Products Co.	508.50	508.50	--
Shell Oil Co.	881.75		881.75
Leonard & Slate, Oreg.Ltd.	1,364.44		1,364.44
Fred G. Snyder	528.30	300.00 (compromise)	--

I have written to the Home Indemnity Company for sufficient funds together with the final payment to take care of these claims. If you cannot release the final payment when we accept it, I will have to ask for more money at this time.

It has always been my understanding that the contractor's bond furnished the necessary security for these claims and I did not know that final payments were being withheld until all claims were paid. I can't see that it makes a great deal of difference although, as I have stated, I will have to ask for more money at this time.

Sincerely yours,

Calvin N. Souther

CNS:ib

JAN 31 1950

NOTED ON CARD
1-31-50, gl

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

Jan. 30, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
O f f i c e

Dear Mr. Glaisyer:

I have your communication of the 27th, relative to Contract No. 2960, in which you ask for advice concerning the closing of said contract notwithstanding some outstanding claims.

You state in your letter that the original contractor failed and his bonding company took over the work and employed another contractor to complete it, and that the defaulting contractor assigned all of his interest in the contract and monies earned or to be earned to the new contractor and the bonding company.

I think that under the circumstances, the new contractor and the bonding company are responsible for all claims incurred in the performance of the work, whether incurred in connection with the defaulting contractor or the new contractor.

Before taking any action, I suggest that you wait until you get an answer to your letter to the bonding company, and then call me and I'll try to help you work out a solution.

Yours very truly,

J. M. DEVERS

JMD:FRC

My answer 1/31 transmitting copy of letter from surety

1-30-50, gk

RECEIVED
JAN 30 1950
FOR FILING

S-9a(1)
2960

January 27, 1950

The Home Indemnity Company
Calvin H. Souther, Attorney-in-Fact
C/o Wilbur,Beckett,Oppenheimer,Mants & Souther
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther.

The State Highway Commission is about to make final payment for work performed by the contractor, Frank M. Parsons, under State Highway Contract No. 2960 covering the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County. This job you will recall was completed by J. R. Taggart & Co.,Inc. under arrangements with you.

Before making this final payment we would like to inquire what disposition has been made of the claims that have been filed against this job. Our records show the following claims:

Murray Bros.Construction, rental of tractor & scrapall,	$1,187.50
There is a question as to the amount of this claim since it was subsequently filed through the Secretary of State in the amount of $810.20.	
Erwin E. Batterman, construction of culvert,	1,082.36
McMinnville Ready-Mix Concrete Co., pouring concrete	732.88
Tedrick & Cuillam Ditching Co., equipment rental,	123.75
Fred O. Snyder, for labor,	528.30
Salem Concrete Pipe & Products Co., materials furnished,	508.50
Shell Oil Co., petroleum products,	881.75
Leonard & Slate,Oreg.Ltd., rental of "tournapull",	1,364.44

The final payment is in the amount of $1,921.15 which we would like to release as soon as possible, since the job was completed last August, but we must withhold it until we know about the claims and have evidence that they have been satisfied.

An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HEB:gl

NOTED ON Cont.

cc: Mr. Query 1-27-50, g-c

RECEIVED
JAN 30 1950
FOR FILING

S-92(1)
2960

Salem, Oregon
January 27,1950

Contract No. 2960

Mr. Devers:

The State Highway Commission is about ready to make final payment for work performed under contract No. 2960, which is described as grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

This contract was awarded to Frank M. Parsons on December 11, 1947. Mr. Parsons got into difficulty and The Home Indemnity Co., surety on his bond, took the job over. The bonding company arranged with J. R. Taggart & Co.,Inc. to complete the work. Mr. Parsons assigned to J. R. Taggart & Co.,Inc. and The Home Indemnity Co., Calvin W. Souther, Attorney-in-Fact, all monies due or to become due him in connection with this job. The question now arises as to whether or not we should release the final payment, amounting to $1,921.15, until the claims that have been filed against this job and of which we have knowledge have been satisfied. These claims are as follows:

Murray Bros.Construction, rental of tractor & carryall,	$1,187.50
There is a question as to the amount of this claim since it was subsequently filed through the Secretary of State in the amount of $810.20.	
Erwin E. Batterman, construction of culvert,	1,082.36
McMinnville Ready-Mix Concrete Co., pouring concrete,	732.88
Tedrick & Quillan Ditching Co., equipment rental,	123.75
Fred O. Snyder, for labor,	528.30
Salem Concrete Pipe & Products Co., materials furnished,	508.50
Shell Oil Co., petroleum products,	881.75
Leonard & Slate,Oreg.Ltd., rental of "tournapull",	1,364.44

I have no knowledge that any of the above listed claims have been satisfied. It is my belief, however, that they were all filed against the original contractor, Frank M. Parsons, before the bonding company took the job over. I have written Mr. Souther of the bonding company, advising him of the outstanding claims on record in this office and have asked him to let me know what disposition has been made of them, and I also told him that we could not release the final warrant until the claims have been satisfied.

Will you please advise us whether or not it is satisfactory to release the final payment, amounting to $1,921.15, as mentioned above. The job was completed on August 13, 1949.

An early reply will be appreciated. Thanks.

Secretary

RSO:gl

cc: Mr. Quaney

NOTED ON CARD
1-27-50 gR

RECEIVED
JAN 23 1950
FOR FILING

January 16, 1950

Request for extension of time
No. 7
February 6 and 7 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Frank E. Parsons for an extension of time on Contract No. 2960, Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road, from July 31, 1949 to August 15, 1949.

On January 24 the Commission granted an extension of time from October 31, 1948 to July 31, 1949, with engineering penalties to be assessed from November 1, 1948 to the final completion date.

I would recommend that this asked extension be granted with the engineering penalty assessed as above stated. Mr. E. H. Burke of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

HCS:WCWimo
Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN - 5 1950
FOR FILING

S-92(1)
2960

FILE

January 4, 1950

Mr. P. H. Buck
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2960, Grubbs-Gobelin Creek Section, Ore. PRS-92 (1) from July 1, 1949 to August 13, 1949 to Frank M. Parsons, Contractor.

On January 13, 1949 you approved an extension on this contract to July 1, 1949 subject to assessment of engineering charges from November 1, 1948 to final completion date.

I would recommend that the above requested extension be granted with the same provision that the engineering charges be continued from November 1, 1948 to August 13, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

H. G. Williams
Assistant State Highway Engineer

cc: R. G. Smith

RECEIVED
DEC 8 1949
FOR FILING

2-92(1)
2960

December 8, 1949

Mr. Calvin N. Souther
c/o Wilbur, Beckett, Oppenheimer,
Mautz & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther:

Reply is made to your letter of December 6, concerning the Frank M. Parsons Contract, No. 2960, for construction of the Carlton-Chehalem Creek Project in Yamhill County. You mention having received the semi-final estimate from our Auditor, Mr. C. F. Smith, attached to which was an assignment form.

It is true that all payments in connection with this job have been assigned to J. R. Taggart & Co. Inc., and Home Indemnity Company, Calvin N. Souther, Attorney-in-fact, and all payments in connection with this job will be so assigned. It just so happens that our procedure covering such matters requires the contractor to sign an individual assignment form for each payment, and that is the reason that Mr. Smith attached the form to the semi-final voucher. This procedure is required by the Secretary of State. A photostatic copy or a certified copy of the original assignment would serve the purpose just as well, but it is considered simpler to have the contractor sign the individual assignment forms. I hope this explains the reason for the form attached to the policy.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ts

R. W. WILBUR
H. B. BECKETT
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS
WILSUN

December 6, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Frank M. Parsons - The Home Indemnity Company - Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road, Yamhill County, Oregon

Dear Mr. Glaisyer:

This will acknowledge receipt of your letter of November 30th with reference to the above. In the same mail I received a letter from Mr. Smith of your accounting division enclosing semi-final estimate and voucher with assignment form attached thereto. These will be presented to Mr. Parsons for his signature but I think if you will examine the file that you will find that we have already obtained such an assignment which is on file in your office.

It was my understanding that the assignment which we have already filed with you would cover all further payments under the contract but if such is not the case I would appreciate your withholding any further payments to Mr. Parsons until we can obtain and file another assignment with you. If I do not hear from you I will take it that the assignment which you now hold is sufficient. In the meantime we will be checking the claims and obtaining the signatures for the voucher which will be returned to Mr. Smith just as soon as it is possible to do so.

Sincerely yours,

Calvin N. Souther

CNS:ib

RECEIVED
DEC 7 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 1 1949
FOR FILING

1-92(1)
2960

November 30, 1949

Calvin N. Souther, Attorney-in-fact
The Home Indemnity Company
c/o Wilbur,Beckett,Oppenheimer,Marts & Souther
Board of Trade Building
Portland 4, Oregon

Dear Sir:

You are advised of the intention of the State Highway Commission to make semi-final payment to Frank N. Parsons, assigned to J. R. Waggaert & Co.,Inc. and The Home Indemnity Company, on contract No. 2960 covering the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County. This payment, in the amount of $4,604.66, will be made on or after December 10, 1949. The retained percentage is $4,000.

There are numerous claims filed against this project, of which you have been previously notified.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: The Home Indemnity Co.
P. O. Box 909,
Church Street Station
New York 8, N. Y.

NOTED ON CARD
11-30-49 gk

RECEIVED
DEC 5 1949
FOR FILING

Files

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

2960

59 MAIDEN LANE, NEW YORK

192 (1)

2960

October 31, 1949

Honorable H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: Claim No. H-11064 - - - Bond No. N-87677
Frank M. Parsons to Oregon State Highway
Commission - - - Contract No. 2960

This acknowledges your letter of October 24, 1949 advising of a claim filed by Leonard and Slate, Oregon Ltd. in the amount of $1,364.44 in connection with the above contract.

The matter is receiving our attention.

Yours very truly,

Jay Shereff

Jay Shereff, Manager
Bonding Claim Division

JS:cw

RECEIVED
NOV 7
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-31-49 SP

RECEIVED
OCT 26 1949
FOR FILING

B-92 (1)

2960

October 24, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of October 21 to which was attached three copies of a claim filed with your office by Leonard and Slate, Oregon Ltd., against Frank Parsons.

This claim in the amount of $1,364.44, is for equipment rental furnished to Mr. Parsons under our Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road and bears your file No. 3158.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
10-24-49 jc

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 21, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from Dusenbery, Martin & Schwab, attorneys, Portland, Oregon, and filed as of this date a notice of claim by Lecnard and Slate, Oregon Ltd., for rental, furnished in the sum of $1,364.44, against the bond taken from Frank Parsons, principal and the Home Indemnity Company, surety, for the work on the Carlton-Chehalem Creek section of the Carlton-Chehalem Creek county road, our file number 3188, state highway contract no. 2960.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
OCT 24 1949
OREGON
STATE HIGHWAY COMMISSION

10-24-49

RECEIVED
OCT 26 1949
FOR FILING

Mrs. Lewis

1-92 (1)

2960

October 24, 1949

Mr. Calvin S. Souther
c/o Miller, Lockett, Openshaw, Hunter & Souther
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Leonard and Helm, Oregon Ltd., against Frank H. Parsons in the amount of $1,344.44. This claim is for the use of a "Tournapull" furnished by the claimant on Mr. Parsons Contract No. 2960 for work on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek Yamhill County Road.

This information is furnished as the Home Indemnity Company appears as surety on the bond executed in connection with Contract No. 2960.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FHQ:ml
Attach.

cc - Home Indemnity Company
P. O. Box 909
Church Street Station
New York 8, New York

Mr. Leonard A. Helmer
23 N. W. First Avenue
Forest Grove, Oregon

Mr. Frank H. Parsons
213 N. W. First Avenue
Forest Grove, Oregon

NOTED ON CARD
10-24-49, JK

COPY

NOTICE.

TO THE STATE OF OREGON:

NOTICE HEREBY IS GIVEN that the undersigned Leonard and Slate, Oreg. Ltd. has a claim for agreed rental for the period a certain earth moving machine known as a "tournapull" was used by the contractor on the following described public works, in the sum of One Thousand, Three Hundred Sixty-four and 44/100 ($1,364.44) Dollars, against the bond taken from Frank Parsons and Home Indemnity Company for the work of construction of the Carlton-Chehalem Creek section of Carlton-Chehalem Creek county road, under contract no. 2960 of the Oregon State Highway Commission between the said Frank Parsons and the State of Oregon.

LEONARD AND SLATE OREG. LTD.

By FORD H. SLATE
Partner.

ENDORSED:
File number 3188
Filed October 21, 1949
EARL T. NEWBRY, Secretary of State

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.80	2.80		2.80	
Miles partially completed					
Miles completed	2.80	2.80		2.80	
Total estimated quantities	160,000	22,500		162 Tons	
Estimated quantities moved or placed to date	154,115.1	16,333		158.67 Tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	Foggy, Cold		
Wednesday	Clear, Cold		
Thursday	" "		
Friday	" "		
Saturday	" "		

State Printing Dept. 28780

96 - 44

Form E-1—SH—11-48

8-72(1)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 22, 1949

Section Carlton Chehalem Creek — Kind of work Grading and Oil Mat Surfacing

Highway Carlton-Chehalem Cr., Yamhill County Rd. — Section prefix 236 - 1011

Contractor Frank M. Parsons — Contract number 2960

Date of contract December 31, 1947 — Date of completion October 31, 1948

Date work started January 13, 1948 — Estimated date of completion August 13, 1949

Amount of contract $110,009.00 — Per cent of time elapsed 218 %

Estimated cost of completed project, exclusive of engineering $106,791.40

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $17,388.96, 15.8 % — Date project was completed August 13, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Four men have been working on the Semi-final Estimate this week. It will be ready to turn in to the Division Office next week.

Ken Wolfe and Fred Chambers are working with Ben Johnson's crew this week.

Barney Bull, George Shull, James Duval, Marlowe Krohn, Dow Lovell were on Exchange Time all week.

NOTED
H. W. LIBBY

RECEIVED
OCT 21 1949
DIVIS... ENGINEER

Signed James E Johnston

Address Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
OCT 21 1949
FOR FILING
COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

8-92-(1)

2960

OREGON
STATE HIGHWAY COMMISSION
SALEM

October 19, 1949

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

W. C. WILLIAMS

Honorable H. M. Hoskins
County Judge, Yamhill County
McMinnville, Oregon

Dear Judge:

This is to advise that Contract No. 2960 for the grading, surfacing, and oiling of the Carlton-Chehalem Creek County Road in Yamhill County, FAS Highway No. 109, has been completed and accepted.

The agreement, signed by the County Court and the State Highway Commission under the dates of September 12, 1947, and October 1, 1947, provides that the County shall maintain the Carlton-Chehalem Creek County Road in Yamhill County. We are advising you that, effective this date, the maintenance of this project as provided in the agreement is now the responsibility of the County Court of Yamhill County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By John W. Cattrall
John W. Cattrall
Acting Engineer,
County and City Relations

JWC:MM
cc: W. C. Williams
H. G. Smith
E. A. Collier
F. D. Eason

RECEIVED
OCT 11 1949
FOR FILING

S-92(1)

2960

October 10, 1949

Home Indemnity Company
59 Maiden Lane,
New York, New York

Gentlemen:

As requested in your letter of October 4, we have prepared a copy of Shell Oil Company's claim in the amount of $881.75 filed against Frank M. Parsons' Contract No. 2960 for work on the Carlton-Chehalem Creek Mandrill County Road.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAG:ml
Enc.

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

October 4, 1949

Honorable H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Sir:

Re: Claim No. H-11064 - Bond No. M-87677
Frank M. Parsons to Oregon State Highway
Commission - Contract Number 2960

This acknowledges your letter of September 30, 1949 advising us of a claim for $881.75 filed under the above bond by Shell Oil Company.

Unfortunately, the copy of the claim has become detached. If it is not too much trouble, will you send me another copy of the claim.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:cw

RECEIVED
OCT 10 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 7 1949
FOR FILING

Mrs Lewis

892 (1)
2960

September 30, 1949

Home Indemnity Company
P. O. Box 909
Church Street Station
New York 8, New York

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State in the amount of $681.75. This claim is from the Shell Oil Company against Frank Parsons' Contract 2960 for petroleum products furnished in connection with the grading and surfacing on the Gralton-Chehalem Creek Section of the Gralton-Chehalem Creek (Tualatin County Road.

This information is provided so that the Home Indemnity Company may procure an surety on the bond executed in connection with Contract 2960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
Attach.

cc - Howard A. Becker
28 N. W. 1st Avenue
Forest Grove, Oregon

Frank M. Parsons
213 N. W. 1st Avenue
Forest Grove, Oregon

Mr. Calvin H. Souther
c/o Miller, Nash, Spaulding, Wentz & Souther
Board of Trade Building
Portland 4, Oregon

NOTED ON CARD
9-30-49 EJ

COPY

SHELL OIL COMPANY
Incorporated

1220 S. W. Morrison Street
Portland 5, Oregon

Telephone
ATwater 7321

September 26, 1949

SECRETARY OF STATE
Salem, Oregon

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY INCORPORATED, has a claim in the sum of Eight Hundred Eighty-one and 75/100 ($881.75) Dollars against the bond taken from Mr. Frank Parsons, as principal, and Home Indemnity Company, as surety, for the work of grading and oil surfacing of the Carlton-Chehalem Creek Yamhill County road - Oregon State Highway Contract No. 2960.

Said Claim is for petroleum products delivered to Mr. Frank Parsons in the construction of said above described job.

In the event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of Two Hundred and 00/100 ($200.00) Dollars as attorney's fees and costs.

Dated this 26th day of September, 1949.

SHELL OIL COMPANY,
Incorporated

By R. H. FORBES

State of Oregon)
County of Multnomah) ss

R. H. Forbes, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein stated and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

R. H. FORBES

Subscribed and sworn to before me
this 26th day of September, 1949.

S. A. JOHNSON

(SEAL)

cc- Mr. Frank Parsons, 113 N. W. First Avenue, Forest Grove, Oregon
Home Indemnity Company, 525 Lumbermen's Building, Portland, Oregon

ENDORSED:
File No. 3187
Filed September 27, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
OCT 7 1949
FOR FILING

8-92-(1)
2960

Miss Lewis

EARL T. NEWBRY
Secretary of State

September 30, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of September 27 to which was attached three copies of a claim filed with your office by the Shell Oil Company in the amount of $661.75 against Frank Ferguson Contract No. 2960 for work on the Chariton-Chehalem Creek Section of the Chariton-Chehalem Creek County Road in Yamhill County.

This claim bears your file No. 3187.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
9-30-49 gc

2960

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

September 27, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from the Shell Oil Company, Incorporated and filed as of this date a notice of claim by the above, for labor furnished in the sum of $881.75, against the bond taken from Frank Parsons, principal and The Home Indemnity Company, surety, for the work on the Carlton-Chehalem Creek, Yamhill County road, Oregon State Highway Contract No. 2960.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

H:FA

Enc.

RECEIVED
STATE PUBLICITY COMMISSION

NOTED ON CARD
9-28-49 GR

(1)

960

August 30, 1949

Hon. Earl T. Newbry
Secretary of State
C A P I T O L

Attention: Russell Davenport

Dear Mr. Davenport:

Pursuant to your request, I hand you herewith a certified copy of an assignment given by Frank M. Parsons to J. R. Taggart & Co., Inc., and The Home Indemnity Company, Calvin M. Soutner, Attorney in fact, of all monies due or to become due him in connection with State Highway Contract No. 3960, for grading and surfacing the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

I trust this copy will be considered by you as satisfactory to pass for payment the current voucher and future vouchers in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts
Enc.

cc - M. H. Hawke (2)

RECEIVED
AUG 19 1949
FOR FILING

S-92 (1)

2960

August 17, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 13, 1949 on Contract No. 2960, Carlton-Chehalem Creek Section in connection with Federal Aid Project No. S-92 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Asst. State Highway Engineer

cc: John Cottrell

HCW:ml

RECEIVED
AUG 9 1949
FOR FI

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

892(1)

2960

July 28, 1949

Oregon State Highway Commission
Salem
Oregon

Attention: Honorable H. B. Glaisyer
Secretary

Gentlemen:

Re: Contract No. 2960 - Claim No. H-11064
Frank M. Parsons to Oregon State
Highway Commission.

Supplementing ours of July 18, 1949, we desire to acknowledge receipt of your letter of July 22, 1949, enclosing copy of claim as filed with the Secretary of State by Salem Concrete Pipe and Products Company bearing date of July 19, 1949.

Yours very truly,

H. T. Taliaferro, Jr., Attorney
Bonding Claim Division

HTT:cw
cc: Mr. Calvin W. Souther

RECEIVED
AUG - 1 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 25 1949
FOR FILING
L-9211
2960

F-C 960 Mrs. Lewis

July 22, 1949

Home Indemnity Company
P. O. Box 999
Church Street Station
New York 8, N. Y.

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Salem Concrete Pipe & Products Company for materials furnished in the amount of $360.90 against Frank H. Parsons, contract No. 2960, for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road, in Yamhill County.

This information is furnished you as the Home Indemnity Company appears as surety on the bond executed in connection with contract No. 2960.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

PJS:ce
Enc.

cc - Howard A. Becker
15 E. V. Ida Avenue
Forest Grove, Oregon

Calvin H. Souther
Wilbur, Beckett, Oppenheimer
Souther and Souther
Board of Trade Building
Portland 4, Oregon

NOTED ON CARD
7-22-49

July 22, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

This is to acknowledge receipt of your letter dated July 20 to which were attached three copies of a claim filed with your office by Salem Concrete Pipe & Products Company in the amount of $508.30 against Frank M. Parsons, Contract No. 2960. This claim bears your file No. 3179.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ee

NOTED ON CARD

7-22-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 20, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date a notice of claim by Salem Concrete Pipe & Products Company, for materials furnished in the sum of $508.50, against the bond taken from Frank M. Parsons, principal and Home Indemnity Company, surety, for work on State Highway Contract No. 2960, our file no. 3179.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
JUL 21 1949
OREGON
STATE HIGHWAY COMMISSION

7-21-49

QUALITY SERVICE ECONOMY

Telephone 3500

SALEM CONCRETE PIPE & PRODUCTS CO.

Portland Highway At The North Salem Undercrossing
Box 10, Portland Road

Salem, Oregon

July 19, 1949

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice hereby is given that the SALEM CONCRETE PIPE & PRODUCTS CO., of Salem, Oregon, has a claim for concrete culvert pipe furnished, in the sum of $508.50 against the bond taken from Frank M. Parsons, principal and Home Indemnity Company, with Mr. Calvin N. Souther of Wilbur, Beckett, Oppenheimer, Mautz & Souther, Board of Trade Building, Portland 4, acting as attorney-in-fact. The above material was furnished on Contract No. 2960, of the Oregon State Highway Commission.

Very truly yours,

SALEM CONCRETE PIPE & PRODUCTS CO.
by EARL V. BULL

Earl V. Bull, Partner

ENDORSED:
File No. 3179
Filed July 20, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
JUL 25 1949
FOR FILE
18-92
2960

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

July 18, 1949

Oregon State Highway Commission
Salem
Oregon

Attention: Honorable H. B. Glaisyer,
Secretary

Dear Sir:

Re: Claim No. H-11064 - Bond No. H-87677
Frank M. Parsons to Oregon State Highway Comm. - Contract No. 2960.

This acknowledges your letter of July 11, 1949 advising of a claim by the Salem Concrete Pipe and Products Company in the amount of $508.50 claimed to be due from the above principal in the above bond.

The matter is receiving our attention.

Yours very truly,

Jay Shereff

Jay Shereff, Manager
Bonding Claim Division

cw

RECEIVED
JUL 22 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 12 1940
FOR FILING

8-92(1)
2960

Mrs. Lewis

July 11, 1940

Home Indemnity Company
P. O. Box 909
Church Street Station
New York 8, New York

Gentlemen:

We have today received a letter from the Salem Concrete Pipe and Products Company, Box 10, Portland Road, Salem, Oregon, advising that they have a claim against Frank M. Parsons in the amount of $996.50. This claim, they state, is for culvert pipe furnished the contractor in connection with the grading and surfacing of the Carlton-Chehalem Creek Hamhill County Road, our Contract No. 2960.

This information is furnished as the Home Indemnity Company appears as surety on the bond executed in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

cc - Mr. Howard A. Souther
18 N. W. 1st Avenue
Forest Grove, Oregon

Mr. Calvin W. Souther
c/o Wilbur, Beckett, Oppenheimer, Nourse & Souther
Board of Trade Building
Portland 4, Oregon

Mr. Frank M. Parsons
113 N. W. 18th Avenue
Forest Grove, Oregon

NOTED ON CARD

7-11-40

RECEIVED
JUL 12 1949
FOR FILING
I-92(1)
2960

2960

Mrs. Lewis

July 11, 1949

Salem Concrete Pipe and Products Company
Box 10, Portland Road
Salem, Oregon

Gentlemen:

This is to acknowledge your letter of July 8 advising that you have a claim for culvert pipe furnished Frank M. Parsons in the amount of $508.50 furnished to the contractor in connection with his work on Contract No. 2960. This claim will be noted in our records and we will advise the surety and contractor of its receipt.

The surety on this contract is the Home Indemnity Company. Mr. Calvin M. Souther of Wilbur, Beckett, Oppenheimer, Mautz & Souther, Board of Trade Building, Portland 4, is acting as their attorney-in-fact.

At this date the contract has not been completed; but in the event that you might wish to protect your claim beyond the ordinary period of six months after the job is completed and accepted, we suggest that the claim be filed also with the Secretary of State.

This contract has been taken over by the surety and is being completed by them.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

NOTED ON CARD
7-11-49 gc

SERVICE • ECONOMY

Telephone 3500

SALEM CONCRETE PIPE & PRODUCTS CO.

2960

PORTLAND HIGHWAY AT THE NORTH SALEM UNDERCROSSING
Box 10, Portland Road
SALEM, OREGON

July 8, 1949

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

We wish to take this means to notify the Oregon State Highway Commission that we have a claim for concrete culvert pipe furnished, in the sum of Five Hundred Eight and 50/100 Dollars ($508.50), against the bond furnished by Mr. Frank M. Parsons, in connection with Contract No. 2960.

Very truly yours,

SALEM CONCRETE PIPE & PRODUCTS CO.
by Earl V. Bull
Earl V. Bull, Partner.

RECEIVED
JUL 11 1949
OREGON
STATE HIGHWAY COMMISSION

SECRETARY

NOTED ON CARD
7-11-49

PERFORMANCE OF ALL AGREEMENTS IS EXCUSED BY STRIKES, LABOR DIFFICULTIES, RIOTS OR OTHER STOPPAGES OF WORK OR BY CAUSES BEYOND OUR CONTROL

IRRIGATION SYSTEMS INSTALLED • CONCRETE PIPE FOR ALL PURPOSES • BUILDING TILE AND BRICK
WELL CURBING • DRAIN TILE • SEPTIC TANKS

RECEIVED
JUL 12 1949
FOR FI

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

5-92(1)
2960

July 6, 1949

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re: Claim No. H-11064 - Bond No. N-87677
Frank M. Parsons to Oregon State Highway Commission.

This acknowledges yours of June 20, 1949 enclosing copy of claim for $123.75 filed by Tedrick and Quilliam Ditching Company.

The matter will receive our attention.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:ew

RECEIVED
JUL 11 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 12 1949
FOR FILING

8-92 (U)

2960

Files-Lewis

June 30, 1949

Marsh & Marsh
Attorneys at Law
McMinnville, Oregon

Attention: Mr. W. H. Dashney

Gentlemen:

This is to acknowledge receipt of your letter of June 27 to which was attached a notice of claim filed by Fedrick and Quillian Ditching Company of McMinnville against Frank M. Parsons in the amount of $129.75 in connection with his Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road.

This claim will be entered in our records and we will advise the surety and the contractor of its receipt.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

EAQ:md

NOTED ON CARD
7-5-49
EO

MARSH & MARSH
ATTORNEYS-AT-LAW
McMINNVILLE, OREGON

EUGENE E. MARSH
FRANCIS E. MARSH
WM. H. DASHNEY

June 27, 1949

Oregon State Highway Commission
State Office Building
Salem, Oregon

Attention: Mr. H. B. Glaisyer - Secretary

Re: Oregon State Highway Contract #2960
Frank M. Parsons - Contractor
Home Indemnity Company - Surety

Gentlemen:

Enclosed find Claim of Tedrick and Quilliam Ditching Co. against Frank M. Parsons and his surety on the above contract. This Claim has also been filed with the Honorable Earl T. Newbry, Secretary of State, and with the Home Indemnity Company, surety on this contract.

Very truly yours,

MARSH & MARSH

W. H. DASHNEY

Enclosure - Claim of Tedrick and
Quilliam Ditching Co.
against Frank M. Parsons

WHD:er

REFERRED TO
BY SECRETARY
prepare usual letter

RECEIVED
JUN 28 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-5-49

Cont. # 2960

NOTICE OF CLAIM

Notice is hereby given that Tedrick and Quilliam Ditching Co. of McMinnville, Oregon, a copartnership consisting of W. G. Tedrick and H. R. Quilliam, has a claim for equipment rental, to-wit: The rental of a shovel with an operator for a period of 16½ hours between August 5, 1948 and August 6, 1948, in the sum of $123.75 against the bond taken from Frank M. Parsons as principal and Home Indemnity Company, a corporation, as surety on Oregon State Highway Commission Contract No. 2960 for work on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County, State of Oregon.

That no part of said claim has been paid and that it is now due, owing and unpaid to the undersigned claimant, the full sum of $123.75.

Dated this 27th day of June, 1949.

TEDRICK AND QUILLIAM DITCHING CO.

BY W. G. Tedrick
PARTNER

STATE OF OREGON)
) ss.
County of Yamhill)

I, W. G. Tedrick, being first duly sworn on oath, depose and say that I am a partner in Tedrick and Quilliam Ditching Co.; that I have executed the foregoing claim for and on behalf of said partnership pursuant to authority granted by the articles of partnership of Tedrick and Quilliam Ditching Co.; that I have read the foregoing claim, know the contents thereof and that the same is true as I verily believe.

W. G. Tedrick
W. G. TEDRICK

Subscribed and sworn to before me this 27th day of June, 1949.

NOTARY PUBLIC FOR OREGON
My Commission Expires 1/1/51

RECEIVED
JUL 12 1949
FOR FILING

I-120

2960

June 30, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of your letter of June 28 to which was attached three copies of a claim filed by Tedrick and Quillian Pitching Company against Frank M. Parsons' Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road.

This claim is in the amount of $123.75 and bears your file No. 3178.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
7-5-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 28, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from Marsh & Marsh, attorneys, McMinnville, and filed as of this date a notice of claim by Tedrick and Quilliam Ditching Company, for equipment rental, furnished in the sum of $123.75, against the bond taken from Frank M. Parsons, principal and The Home Indemnity Company, surety, for the work on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County, our file no. 3178, state highway contract no. 2960.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FA

Enc.

RECEIVED
JUN 29 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED O.. C. BD
1-5-49
eo

RECEIVED
JUL 18 1949
FOR FILING

Geo. Lewis

18-92 (1)

1960

June 30, 1949

Home Indemnity Company
P. O. Box 909
Church Street Station
New York 8, New York

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim, in the amount of $128.75 for equipment rental has been filed by Fedrick and Gulliksen Ditching Company of Hillsboro, Oregon against Frank M. Parsons, Contract No. 2960, for work on the Gaston-Chehalem Creek Section of the Gaston-Chehalem Creek Tualatin County Road.

This information is provided as the Home Indemnity Company appears as surety on the bond executed in connection with Contract No. 2960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAHjrd
Attach.

cc - Everett A. Booher
M. H. W. 1st Avenue
Forest Grove, Oregon

J. K. Haggart & Co.
Wilson Hall
Salem, Oregon

Mr. Calvin H. Souther
Board of Trade Building
Portland, Oregon

Mr. Frank M. Parsons
213 N. W. 1st Avenue
Forest Grove, Oregon

NOTED ON CARD
7-5-49
ao

TO: OREGON STATE HIGHWAY COMMISSION OF THE STATE OF OREGON

NOTICE OF CLAIM

Notice is hereby given that Tedrick and Quilliam Ditching Co. of McMinnville, Oregon, a copartnership consisting of W. G. Tedrick and H. R. Quilliam, has a claim for equipment rental, to-wit: The rental of a shovel with an operator for a period of 16½ hours between August 3, 1948 and August 6, 1948, in the sum of $123.75 against the bond taken from Frank M. Parsons as principal and Home Indemnity Company, a corporation, as surety on Oregon State Highway Commission Contract No. 2960 for work on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County, State of Oregon.

That no part of said claim has been paid and that it is now due, owing and unpaid to the undersigned claimant, the full sum of $123.75.

Dated this 27th day of June, 1949.

TEDRICK AND QUILLIAM DITCHING CO.

BY W. G. TEDRICK
PARTNER

STATE OF OREGON)
) ss.
County of Yamhill)

I, W. G. Tedrick, being first duly sworn on oath, depose and say that I am a partner in Tedrick and Quilliam Ditching Co.; that I have executed the foregoing claim for and on behalf of said partnership pursuant to authority granted by the articles of partnership of Tedrick and Quilliam Ditching Co.; that I have read the foregoing claim, know the contents thereof and that the same is true as I verily believe.

W. G. TEDRICK
W. G. TEDRICK

Subscribed and sworn to before me this 27th day of June, [illegible]

(SEAL)

W. H. DASHNEY
NOTARY PUBLIC FOR OREGON
My Commission Expires [illegible]/51

Page 1 - NOTICE OF CLAIM

ENDORSED:
File No. 3178
Filed June 28, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
JUL 11 1949
FOR FILING

8-92 (1)

C960

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

June 21, 1949

Oregon State Highway Commission
Salem
Oregon

Attention: Honorable H. B. Glaisyer,
Secretary

NOTED
H. B. GLAISYER

Dear Sir:

Re: - Claim No. H-11064 - Bond No. N-87677
Frank M. Parsons to Oregon State Highway Commission

This acknowledges your letters of June 15 and June 16, 1949 advising of a claim by Virgil Wells in the amount of $732.88 claimed to be due from the above principal in the above bond.

The matter is receiving our attention.

Yours very truly,

Jay Sheroff, Manager
Bonding Claim Division

JS:cw

RECEIVED
JUN 27 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
7-5-49
eo

RECEIVED
JUN 20 1949
FOR FILING

2-92(1)

2960

Mrs. Lewis

June 16, 1949

Home Indemnity Company
P. O. Box 909
Church Street Station
New York 8, New York

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Virgil Wells, dba McMinnville Ready-Mix Concrete Company of McMinnville, Oregon. This claim in the amount of $732.[illegible] has been filed against Frank M. Parsons, Contract No. 2960, for grading and surfacing the Gaston-Chehalem Creek Yamhill County Road.

This information is provided as the Home Indemnity Company appears as surety on the bond executed in connection with Contract No. 2960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Howard A. Hosher
18 N. W. First Avenue
Forest Grove, Oregon

Frank M. Parsons
113 N. W. First Avenue
Forest Grove, Oregon

Calvin H. Souther
Board of Trade Building
Portland, Oregon

MAILED ON CAKU
6-16-49, JR

McMinnville, Oregon,

June 14, 1949.

NOTICE TO STATE OF OREGON,
Mr. Earl T. Newbry,
Secretary of State,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Virgil Wells, sole owner dba McMinnville Ready-Mix Concrete Co., of McMinnville, Oregon, has, owns and hereby asserts a claim for furnishing gravel and sand, and mixing, hauling and pouring concrete for the Carlton-Chehalem Creek County Road, under State Highway Contract No. 2960, in Yamhill County, Oregon, in the vicinity of Newberg, and for extra cement furnished and for mileage, in the sum of $732.88 against the bond taken from The Home Indemnity Company for work of grading and surfacing said Carlton-Chehalem Creek County Road by Frank Parsons, Contractor, and that a statement of claimant's account with said Frank Parsons for furnishing said materials and furnishing said labor is as follows, to-wit:

47.6 cubic yards ready mixed concrete, sand and gravel at $14.20 per yard		$665.92
2 sacks unmixed cement		2.70
Mileage		64.26
	Total	$732.88
	Paid	None
	Balance owing	$732.88

McMINNVILLE READY-MIX CONCRETE CO.

By VIRGIL WELLS
Sole Owner.

ENDORSED:
File no. 3177
Filed June 15, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
JUN 20 1949
FOR FILING
892(1)
2960

2960

June 15, 1949

Mr. Virgil Wells
Route 2, Box 359
McMinnville, Oregon

Dear Mr. Wells:

We have today received your letter dated June 14 advising that you have filed a claim with the Secretary of State in the amount of $732.88 against Frank M. Parsons in connection with their Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road for labor and materials furnished.

This claim will be noted on our records and we will advise the contractor and the surety of its receipt.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

VIRGIL WELLS

McMinnville, Oregon,

June 14, 1949.

2960

Oregon State Highway Commission,
State Office Building,
Salem, Oregon.

Dear Sirs:

This is to advise that the undersigned has this day filed with Hon. Earl T. Newbry, Secretary of State of the State of Oregon, claim against Frank Parsons and his bond and bondsman, in the amount of $732.88 owing to the undersigned by said Frank Parsons for labor and materials furnished for the grading and surfacing of the Carlton-Chehalem Creek County Road, under State Highway Contract No. 2960, in Yamhill County in the vicinity of Newberg, and that the undersigned demands that said claim be paid prior to final settlement with said Frank Parsons, and prior to releasing his bond and bondsman.

Very truly yours,

Virgil Wells
Sole Owner.

RECEIVED
JUN 15 1949
STATE HIGHWAY COMMISSION

RECEIVED TC
SECRETARY

RECEIVED
JUN 16 1949
FOR FILING
8-92(1)
2960

June 16, 1949

Mr. Frank A. McClenamin
833 N. E. Ainsworth St.
Portland 11, Oregon

Dear Mr. McClenamin:

In your letter of June 15, 1949, which I have just received you inquire as to the name of the contractor who is completing the Frank M. Parsons contract for the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County. The contract to which you refer is State Highway Contract No. 2960.

It is my understanding that the J. R. Taggart Company is completing this contract, or is at least doing considerable part of the work. This Company's headquarters is at 525 Rose Street, Salem, Oregon.

To further assist you in securing employment for Mr. Linwood Cromwell, I enclose a list of contractors who are prequalified to bid on State Highway work, and another list of contractors who are eligible to be prequalified. You may wish to forward these two lists to Mr. Cromwell. It might be possible for him to obtain employment for his truck with one of the contractors listed. I am glad to assist you with this information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ts
Enc.

FRANK A. McMENAMIN & ASSOCIATES
833 N. E. AINSWORTH STREET
PORTLAND 11, OREGON
TRINITY 3738

Income Tax Reports
General Insurance Service

June 15, 1949

Business Management
Business Accounting

State Highway Commission
Truck Hauling Department
Salem, Oregon

Gentlemen:

I have information, partly confirmed through the office of H. M. Hoskins, County Judge at Yamhill County, that there is a work project east of Yamhill that is about to be opened for rock work. I believe, a contractor by the name of Parsons formerly had this contract and became financially involved.

It would be appreciated if I could have the names of the operators of this property at the present time.

Linwood Cromwell at Donald, Oregon, owner and operator of the Donald Garage has a 1942 Ford Dump Truck with an 8 Yard bed and Thornton Tandem duel drive. He has completed a job and is anxious to keep the truck at work. It is in good shape and I will authorize you to wire or call me collect if you have any information of work available.

Very truly yours,

Frank A. McMenamin

FAM:meb

RECEIVED
JUN 16 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. LAISTER

RECEIVED
JUN 17 1949
FOR FILING

L-92(1)
2960

June 16, 1949

Mr. David Adolph
c/o First National Bank of Portland
Portland, Oregon

Dear Mr. Adolph:

Pursuant to a telephoned request I have just received from Mr. George Rhoten of the firm Rhoten and Rhoten, Attorneys at Law, Salem, I enclose a signed and executed copy of the assignment given by Frank M. Parsons to the First National Bank of Forest Grove and the First National Bank of Portland of all his right, title and interest in and to his contract with the Oregon State Highway Commission No. 2960 for grading and oil mat surfacing of the Gaston-Chehalem Creek County Road.

The Highway Commission could not approve this assignment for reasons stated in my letter to Rhoten and Rhoten dated June 14, 1949, a copy of which was sent to you.

I am retaining the original of this assignment for the Commissions records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HSC/lm

cc: Mr. George Rhoten

RECEIVED
JUN 20 1949
FOR FILING

892 (1)

2960

Mrs Lewis

June 16, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Mr. W. [illegible]

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Virgil Wells, dba McMinnville Ready-Mix Concrete Company for materials and labor furnished in the amount of $732.88.

This claim was filed against Frank M. Parsons, Contract No. 2960, for work on the Carlton-Chehalem Creek Bashill County Road, your file No. 2177.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-16-49 JE

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 15, 1949

Mr. H. B. Glaisyer,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir;

We received and filed as of this date a notice of claim by Virgil Wells, dba McMinnville Ready-Mix Concrete Company, for materials and labor furnished in the sum of $732.88, against the bond taken from The Home Indemnity Company, by Frank Parsons, contractor, for the work of grading and surfacing the Carlton-Chehalem Creek County Road, our file No. 3177, State Highway contract No. 2960.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FA

Enc.

RECEIVED
JUN 16 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

HOLD ON CARD
6-16-49 A.R.

RECEIVED
JUN 20 1940
FOR FILING
I-92 (1)
2960

June 15, 1940

Home Indemnity Company
59 Maiden Lane
New York 8, New York

Gentlemen:

This is to advise that we have today received from Virgil Wells of Route 2, Box 399, Hillsboro, Oregon, a claim in the amount of $732.00 which Mr. Wells claims is owed him by Frank M. Parsons for labor and materials furnished in Contract No. 2960 for grading and surfacing on the Gaston-Chehalem Creek County Road in Washington County.

This information is provided as the Home Indemnity Company appears as surety on the bond executed in connection with Contract No. 2960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc - Everett A. Mather
18 N. W. 1st Avenue
Forest Grove, Oregon

Frank M. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

Calvin H. Souther
Board of Trade Building
Portland, Oregon

RECEIVED
JUN 15 1949
FOR FILING

8-92(1)
2960

June 14, 1949

BY SECRETARY

Rhoten & Rhoten
Attorneys at Law
Pioneer Trust Bldg.
Salem, Oregon

NOTED
F. QUERY

Attention: J. Ray Rhoten

Gentlemen:

This is to acknowledge receipt of your letter of June 9, 1949, and the enclosures, being original and duplicate copies of an assignment given by Frank M. Parsons to the First National Bank of Forest Grove, and the First National Bank of Portland, Oregon, of all of his right, title and interest in and to State Highway Contract No. 2960, covering the grading and all but surfacing of the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County, Oregon.

According to the way the assignment is worded, Mr. Parsons is transferring to the First National Bank of Forest Grove and the First National Bank of Portland, his entire contract, and all of his interest therein, financial and otherwise, however, I do not believe that that was the intention of the assignment. My thought is that Mr. Parsons wants to assign to the two banks funds only, due or to become due in connection with this job, and with that thought in mind, all that I can say is that all these funds heretofore have been assigned to J. R. Taggart and Company, Inc., and The Home Indemnity Company, Calvin M. Souther, attorney-in-fact. The Home Indemnity Company is Surety on the bond furnished by Mr. Parsons in connection with this job, and Mr. Souther is its attorney-in-fact, with headquarters in Portland. J. R. Taggart & Company, Inc., is completing the contract, or at least is doing considerable of the amount of work remaining. The arrangement with Mr. Taggart was effected by Mr. Souther in behalf of the surety. I do not believe, under the circumstances, that the surety would consent to the assignment of the funds to the two above mentioned banks. The State Highway Commission will not honor an assignment unless the surety on the bond furnished in connection with the job for which the assignment is given, consents thereto without prejudice to the bond.

The Assignment which you have tendered does not contain the consent of the surety, neither has this office been furnished with a letter from the surety consenting to the assignment; moreover, the assignment is not in proper form. The Highway Commission requires that

assignments of this kind be executed on the standard form which has been prepared by the Highway Commission's Chief Counsels. I enclose a specimen copy.

From the above, you can readily conclude that Mr. Parsons does not have much interest left in this contract to assign to the banks. I am sorry that we can not accommodate Mr. Parsons or the banks as they desire.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

P.S. I enclose a copy of the assignment given by Mr. Parsons to J. R. Taggart & Company, Inc., and The Home Indemnity Company, Calvin M. Souther, Attorney-in-fact. You will note that it bears date of May 2, 1949, and that it has been signed by Mr. Parsons and Mr. Taggart. I also enclose a copy of a letter from The Home Indemnity Company consenting to this assignment.

REC:ts
Encs.

cc - The First Nat'l. Bank of
Forest Grove
Forest Grove, Oregon

cc - The First Nat'l. Bank of Portland
Portland, Oregon

cc - F. A. Cleary

Rhoten & Rhoten
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
Salem, Oregon

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA

June 9, 1949

State Highway Department
State Office Building
Salem, Oregon

In re: Frank M. Parsons
Contract No. 2960

Gentlemen:

We enclose herewith assignment of interests of Frank M. Parsons for your approval. Kindly acknowledge receipt of this assignment on one copy and return it either to this office or to the First National Bank of Forest Gove with a copy of the letter to us.

Yours truly,

RHOTEN & RHOTEN

BY J. Ray Rhoten

JRR:LD
Encls.

RECEIVED
JUN 13 1949
OREGON
STATE HIGHWAY COMMISSION

ANSWERED

A S S I G N M E N T

I, FRANK M. PARSONS, in consideration of the sum of ONE ($1,00) DOLLAR and other valuable consideration, do hereby transfer, assign and set over unto FIRST NATIONAL BANK OF FOREST GROVE and FIRST NATIONAL BANK OF PORTLAND (OREGON) all of my right, title and interest in and to that certain contract with the State of Oregon by the State Highway Commission, made and entered into on the 31st day of December, 1947, such contract being on the Carlton-Chehalem Creek County Road in the County of Yamhill, Oregon, and being on the Carlton-Chehalem Creek section and being Contract No. 2960, providing for the grading and oil mat surfacing of such section of roadway.

This assignment is intended as an assignment of all the interests of FRANK M. PARSONS in and to such contract, subject to moneys heretofore paid under such contract and subject to a prior assignment heretofore given on or about the _____ day of January, 1949 to J. R. TAGGART & CO., INC., of Salem, Oregon.

This assignment is given as additional security for a loan heretofore made by the assignees hereunder to the assignor hereunder and upon payment in full of the obligation by the assignor to the assignees, this assignment is to become null and void.

This assignment is subject to the approval of the State of Oregon by its State Highway Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of ~~May~~ June, 1949.

Frank M. Parsons
FRANK M. PARSONS

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this 7th day of June, 1949, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named FRANK M. PARSONS, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public for Oregon

My Commission expires: Jan 22, 1952

The foregoing assignment is accepted this 9th day of June, 1949.

FIRST NATIONAL BANK OF FOREST GROVE

By

FIRST NATIONAL BANK OF PORTLAND (Oregon)

By

The foregoing assignment is hereby approved this _____ day of May, 1949.

STATE OF OREGON, by and through its State Highway Commission

By

RECEIVED
JUN 7 1949
FOR FILING
8-92-(1)
2960

June 3, 1949

M. H. Hanke

I attach an executed copy of the assignment mentioned in my letter to Mr. Calvin N. Souther, together with a copy of the letter from the Home Indemnity Company, consenting thereto. Future payments in connection with this job may be made in conformity with the provisions of the assignment, and the warrants should be mailed to Mr. Calvin N. Souther, Attorney-in-fact, Board of Trade Building, Portland 4, Oregon.

Secretary

HBC:ts
Enc.

NOTED ON CARD
6-3-49

June 3, 1949

Mr. Calvin H. Souther
c/o Wilbur, Beckett, Oppenheimer
Souther & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther:

This note is to inform you that I have received in today's mail a letter from Mr. Arthur F. Herman, Vice President of The Home Indemnity Company, cancelling the assignment dated April 4, 1949, given by Mr. Frank H. Parsons to The Home Indemnity Company, of all moneys due and payable to Mr. Parsons in connection with his Contract No. 1948, for the Cathlamet-Skamokawa Creek grading and surfacing projects, and further consenting to the assignment dated May 2, 1949, of those moneys to J. K. Taggart & Co., Inc., and The Home Indemnity Company, Calvin H. Souther, Attorney-in-Fact.

In view of this letter, we shall be pleased to honor the new assignment, four copies of which you transmitted to us by your letter of May 19, 1949. The Chief Accountant is being instructed accordingly.

I am returning to you herewith two copies of the new assignment, dated May 2, 1949. We require only two copies for our purposes, and it may be that you will wish to give copies to Mr. Parsons and Mr. Taggart for their records. Payments in connection with this contract will be made hereafter in conformity with the provisions of the assignment, and the warrants will be mailed to you pursuant to instructions, for further handling.

Respectfully yours,

NOTED ON CARD
6-3-49 sl

Secretary
OREGON STATE HIGHWAY COMMISSION

HEO:bc
Encl.

cc - Frank H. Parsons
J. K. Taggart & Co.
Donald A. Young, Atty.
H. H. Hanks (2)
F. A. Query

Mr. Query: I attach the original above referred to assignment, and Herman's consent. Please note these on the card for this job and file them in the contract.

June 3, 1949

Mr. Arthur F. Herman
Vice President
The Home Indemnity Company
59 Maiden Lane
New York, N. Y.

Dear Mr. Herman:

I wish to thank you for your letter of June 1, 1949, consenting to the assignment by Frank M. Parsons of all monies due, or to become due him for work performed under Oregon State Highway contract No. 2960, for grading and surfacing the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County, Oregon, to J. R. Taggart & Co., Inc., and The Home Indemnity Company, Calvin M. Souther, Attorney-in-fact. Future payments in connection with this job will be made in conformity with the provisions of the assignment.

We are cancelling the assignment previously given by Mr. Parsons, dated April 6, 1949, to The Home Indemnity Company by Calvin M. Souther, Attorney-in-fact, pursuant to your instructions.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEC:ts

COPY

COPY FOR [redacted]
From H. S. Blaisyer, Secretary

Original letter in Cont. #2960

THE HOME INDEMNITY COMPANY

59 Maiden Lane, New York

June 1, 1949

AIR MAIL

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Claisyer, Secretary

Gentlemen:

Re: Our Claim No. H-1106 4 - Bond No. N-87677
Frank M. Parsons to Oregon State Highway Commission

This company is surety on the bond on Frank M. Parsons in connection with his contract #2960 for the construction of the Carlton-Chehalem Creek project in Yamhill County, Oregon.

We have been advised that Mr. Parsons executed an assignment to J. R. Taggart and Company, Inc. and The Home Indemnity Company by Calvin N. Souther, attorney in fact, of all funds becoming due under that contract, which assignment is on the form of the Highway Department of the State of Oregon, Form #A-204 and executed May 2, 1949.

This cancels approval of assignment previously given by Mr. Parsons to The Home Indemnity Company, which assignment is mentioned in the letter of this company dated April 18, 1949.

Yours very truly,

/s/ Arthur F. Herman

Arthur F. Herman
Vice President

May 20, 1949

Mr. Calvin H. Souther
c/o Wilbur, Beckett, Oppenheimer,
Souther & Souther
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Dear Mr. Souther:

I wish to acknowledge receipt of your letter of May 19, 1949, and the four executed copies of the assignment by Frank M. Parsons to J. E. Taggart and Co., Inc. and the Home Indemnity Company by Calvin H. Souther, its attorney in fact, of all moneys due or hereafter to become due Mr. Parsons in connection with his contract No. 2960, with the State Highway Commission for construction of the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

This assignment appears to be in order, and we shall be pleased to honor it upon receipt of a letter from the Home Indemnity Company's home office, consenting to the assignment without prejudice to the bond, and cancelling the assignment previously given by Mr. Parsons to the Home Indemnity Company by Calvin H. Souther, attorney in fact, copies of which I have on my desk. The reason that I am asking for a letter from the home office is because under date of April 18, 1949, the Home Indemnity Company by its Vice President, John S. Love, wrote the Oregon State Highway Commission consenting to the first assignment without prejudice to the bond, and we feel that in as much as the matter of the first assignment was handled in this manner by the home office, it should cancel such assignment and approve the assignment which I received from you in today's mail.

We would appreciate it if you will expedite this matter so as to avoid delay in making further payments in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HHG:bs

cc - Frank M. Parsons
J. E. Taggart & Co.
H. H. Hanlon
F. A. Quarry

R. W. WILBUR
H. B. BECKETT
E. K. OPPENHEIMER
ROBERT T. MAUTZ
CALVIN N. SOUTHER
ARNO H. DENECKE
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON

WILBUR, BECKETT, OPPENHEIMER, MAUTZ & SOUTHER
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

CABLE ADDRESS
WILBUR

May 19, 1949

Mr. H. B. Glaisyer
State Highway Commission
Salem, Oregon

Re: Bond No. N-87677, Frank M. Parsons
to Oregon State Highway Commission

Dear Sir:

I am enclosing four executed copies of assignment of claim executed by Frank M. Parsons in favor of J. R. Taggart and Co., Inc. and the Home Indemnity Company by Calvin N. Souther, its attorney in fact.

These will supercede the former assignments which were forwarded to you by this office some time ago. In other words, you may consider this assignment as a release of the former assignment. If anything further is required please let me hear from you.

Sincerely yours,

Calvin N. Souther

CNS:ib
Encl.

cc: Frank M. Parsons
J. R. Taggart

RECEIVED
MAY 20 1949
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
GLAISYER

37432
3960 77

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

April 18, 1949

superseded by letter of June 1, 1949 OWS

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re: - Our Claim No. H-11064 - Bond No. N-87677
Frank M. Parsons to Oregon State Highway Commission

This company is surety on the bond on Frank M. Parsons in connection with his contract #2960 for the construction of the Carlton-Chehalem Creek project in Yamhill County, Oregon.

We have been advised that Mr. Parsons executed an assignment to The Home Indemnity Company by Calvin N. Souther, attorney in fact, of all funds becoming due under that contract, which assignment is on the form of the Highway Department of the State of Oregon, Form #A-204 and executed April 6, 1949.

As such surety, this company consents to that assignment without prejudice to the bond.

Yours very truly,

John S. Love, Vice President

ow

RECEIVED
MAY 2 - 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

12-41

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100

($ 10.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due or to become due me for work performed under State Highway Co tract #2960 for grading & surfacing the Carlton-Chehalem Creek Sec. of Carlton-Chehalem Creek C Road in Yamhill Co.

to The Home Indemnity Co., by Calvin H.Souther, Atty-in-Fact and authorize and empower said The Home Indemnity Co., by Calvin H.Souther its Atty-in-Fact to act as agent for me and in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the State's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 6th day of April, 1949

Executed in the presence of us as witnesses:

J. R. Topso

Frank M. Parsons

STATE PRINTING DEPT.

—12-41

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF Ten and no/100

($ 10.00) Dollars, to me paid, I hereby sell, assign and transfer the within claim for all monies due or to become due me for work performed under State Highway Contract #2260 for grading & surfacing the Carlton-Chehalem Creek Sec. of Carlton-Chehalem Creek Co. Road in Yamhill Co.

to The Home Indemnity Co., by Calvin N. Souther, Atty-in-Fact and authorize and empower said The Home Indemnity Co., by Calvin N. Souther its Atty-in-Fact to act as agent for me in my name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments.

Witness my hand this 6th day of April, 1949.

Executed in the presence of us as witnesses:

H B Breuer Jr

Frank M. Parsons

STATE PRINTING DEPT.

RECEIVED
JUN 1 1949
FOR FILING

8-92 (1)
2960

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

May 26, 1949

Oregon State Highway Commission
Salem
Oregon

Attention: Honorable H. B. Glaisyer,
Secretary

Gentlemen:

Re: Claim No. H-11064 - Bond No. N-87677
Frank M. Parsons to Oregon State Highway
Commission - Contract No. 2960.

This acknowledges your two letters of May 20, 1949 concerning a claim by Fred G. Snyder of $528.30 purported to be in connection with Contract No. 2960.

The claim will receive our attention.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:cw

RECEIVED
MAY 31 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

NOTED
F. QUERY

RECEIVED
MAY 26 1949
FOR FILING

89-(1)

2960

Filed

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 24, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Sir;

It has just come to our attention that the notice of claim by Fred G. Snyder for labor in the sum of $528.30, furnished to Frank Parson, contractor, filed in this office on May 19th, as our file no. 3732, should have read file no. 3172.

We are making the change on our records and are asking that you make the change on the papers sent to you.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

change made 5/25
gl

RECEIVED
MAY 25 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 26 1949
FOR FILING

592 (11)

2960

Files

Mrs. Lewis

May 20, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim filed with your office by Fred G. Snyder against Frank Parsons in the amount of $526.30.

This apparently is in connection with our contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

, Secretary

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 19, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We are enclosing a notice from Fred G. Snyder setting forth his claim in the amount of $528.30 for labor performed on the Chahalem Valley Cut Off, Frank Parson, contractor, Forest Grove, Oregon.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FA

Enc.

NOTED ON CARD

RECEIVED
MAY 20 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 26 1949
FOR FILING

Files
Mrs. Lewis

892 (1)
2960

May 25, 1949

Home Indemnity Company
59 Maiden Lane
New York 8, New York

Gentlemen:

Attached hereto is a copy of a claim filed by Fred G. Snyder, Box 207, Lafayette, Oregon in the amount of $528.30 for labor performed for Frank Parsons on the Chehalem Valley Cut-off near Carlton. This appears to be in connection with our Contract No. 2960 with Frank M. Parsons for grading and surfacing on the Carlton-Chehalem Creek Lambill County Road.

This information is provided as the Home Indemnity Company appears as surety on the bond executed in connection with Contract 2960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Howard A. Foshee
18 N. W. 1st Avenue
Forest Grove, Oregon

Frank M. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

NOTED ON CARD
5-31-49

Lafayette, Oregon
5/18/49

E. P. Glaisyer

Sir

I wish to file a claim with your office for money due me for labor performed in construction of reinforced cone culvert on the new strip of highway known as Chahalem Valley Cut Off. South West end entiring Carlton Oregon.

Contractor -

Frank Pereen

Forest Grove, Oregon

Amount Due - $528.30 work

Performed March, 1948.

Fred G. Snyder,

Lafayette, Oregon

Box 207

ENDORSED:
File No. ~~3732~~ 3172
Filed May 19, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 26 1949
FOR FILING
892-1
2960

Mrs. Lewis

May 20, 1949

Home Indemnity Company
99 Maiden Lane
New York 8, New York

Gentlemen:

We have received a letter from Fred G. Snyder, Box 207, Lafayette, Oregon, stating that Frank M. Parsons owes him $525.30 for labor performed in construction of a reinforced concrete culvert in the Chehalem Valley Cut-off in Carlton, Oregon. This work, he states, was performed in March, 1948.

It appears that this claim is in connection with our Contract No. 2960 with Frank M. Parsons for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek Yamhill County Road.

This information is provided as the Home Indemnity Company appears as surety on the bond executed in connection with Contract 2960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Howard A. Hosher
18 N. W. 1st Avenue
Forest Grove, Oregon

Mr. Frank M. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

RECEIVED
MAY 26 1949
FOR FILING

892(1)

2960

May 20, 1949

Mr. Fred G. Snyder
Box 207
Lafayette, Oregon

Dear Sir:

We have your letter of May 18 in which you state that you have a claim against Frank M. Parsons in the amount of $528.30 for labor performed on the Chehalem Valley Cut-off in Carlton. This appears to be our Contract No. 2960 with Frank M. Parsons for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek Yamhill County Road.

Your claim will be entered in our records and we will advise the surety and the contractor of its receipt. We suggest that you also file your claim with the Home Indemnity Company who furnished the performance bond on this contract. Their agent on this job is Howard A. Becker, 18 Northwest First Avenue, Forest Grove, Oregon.

If you feel that it is necessary and wish to protect your claim beyond the normal period of six months after the job is completed and accepted by the Commission, it is suggested that you also file your claim with the Secretary of State. We are enclosing an excerpt from the Oregon Law outlining this procedure. It is estimated that the job will be completed some time in July of this year.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

Lagrutte Oreg.
5/18/49

W. B. Glaisyer.

2960

Sir

I wish to file a claim with your office for money due me for labor performed in construction of reinforced cone culvert on the new strip of highway known as Chehalem Valley cut off South West end entering Carlton Oreg.

Contractor

Frank L. Jarsow.
Forest Grove Oreg.

Amount Due me $528.30

Work performed march in 1948

Fred L Snyder.
Lafayette Oreg.
Box 207

RECEIVED
MAY 19 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 7 1949
FOR FILING
X-7211
2960

April 6, 1949

Mr. Donald A. Young
Attorney at Law
207 Pioneer Trust Building
Salem, Oregon

Dear Mr. Young:

This will acknowledge receipt of your letter of March 30, 1949, concerning the Frank M. Parsons' Contract No. 2960 for the construction of the Eagleton-Chehalem Creek Project, in Yamhill County, and it will also serve to confirm our telephone conversation of today, in the same matter.

Pursuant to our understanding, I am enclosing five copies of the State Highway Commission's standard form of assignment of claim, wherein you will note that Mr. Parsons, who, incidentally, has already signed all copies, assigns to the Home Indemnity Company all monies in connection with this job.

If this assignment proves to be satisfactory, please return to me the original and one copy accompanied by a letter from the surety consenting to the assignment without prejudice to the bond.

Incidentally, Mr. Parsons called at my office today and delivered the form of assignment that you prepared on March 21, 1949, and to which you refer in your letter of March 30.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HMC:mf
Enc

4-4-49

Earl Saling
brot this in today.
Wants copy of your letter of
acknowledgment.
(Have no record on card of letter of 3-21-49
Wicklander knows nothing about it
Saling will check to see if had last letter)
Person calling Quotation on Paper
on 4-6-49 HHK. 7-Q.

DONALD A. YOUNG
ATTORNEY AT LAW
207 PIONEER TRUST BUILDING
SALEM, OREGON

March 30, 1949

RECEIVED
APR 1 - 1949
LEGAL DEP'T.

State Highway Commission
State of Oregon
Salem, Oregon

Attention: J. M. Devers, Legal Department

re: Contract #2960
Carlton-Chehalem Creek Section
Yamhill County, Oregon

Dear Mr. Devers:

Under date of March 21, 1949, Frank M. Parsons requested that all future estimates and all other moneys to become due in connection with the above contract from your department to him be paid jointly to himself and Calvin N. Souther, Attorney at Law, Board of Trade Building, Portland 4, Oregon, which authorisation was not to be cancelled without the consent of said Calvin N. Souther.

Would you please be so kind as to immediately acknowledge to Mr. Souther your acceptance of said order.

Thanking you for your usual and favorable attention, and with kindest personal regards, I am

Very truly yours,

DAY/c
cc-Calvin N. Souther

ACKNOWLEDGED
H. B. GLAISYER

21629

To the
STATE HIGHWAY COMMISSION
STATE OF OREGON
Salem, Oregon

Contract No. 2960
in re: Carlton-Chehalem Creek Section
Yamhill County, Oregon

FOR VALUE RECEIVED, the undersigned, FRANK M. PARSONS, hereby authorizes and directs that all future estimates to be made and paid in connection with the above contract, and including the retained percentage and all moneys due under such contract, be paid jointly to the undersigned FRANK M. PARSONS AND CALVIN N. SOUTHER, Attorney at Law, Board of Trade Building, Portland 4, Oregon.

This order shall not be cancelled without the consent, in writing, of said Calvin N. Souther, first had and obtained.

DATED at Salem, Oregon, this 21st day of March, 1949.

Frank M. Parsons

(Frank M. Parsons)

To the
STATE HIGHWAY COMMISSION
STATE OF OREGON
Salem, Oregon

Contract No. 2940
in re: Carlton-Chehalem Creek Section
Yamhill County, Oregon

FOR VALUE RECEIVED, the undersigned, FRANK M. PARSONS, hereby authorizes and directs that all future estimates to be made and paid in connection with the above contract, and including the retained percentage and all moneys due under such contract, be paid jointly to the undersigned FRANK M. PARSONS AND CALVIN H. SOUTHER, Attorney at Law, Board of Trade Building, Portland 4, Oregon.

This order shall not be cancelled without the consent, in writing, of said Calvin H. Souther, first had and obtained.

DATED at Salem, Oregon, this 21st day of March, 1949.

Frank M. Parsons
(Frank M. Parsons)

RECEIVED
MAR 31 1949
FOR FILING

2760

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

892 (1)
2760

March 22, 1949

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Re: - Your Contract No. 2960
Our Claim No. H-11064 - Bond No. N-87677
Frank M. Parsons to Oregon State Highway Commission

This acknowledges your letter of March 14, 1949 advising us of claim by Tedrick and Quilliam Ditching Company. The matter will receive our attention.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:cw
cc: Mr. Jerome B. Buckley,
Portland, Oregon Office.

RECEIVED
MAR 2[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 31 1949
FOR FILING

892 (i)

2960

FILE

1960

Mrs. Jones

March 14, 1949

Todrick and Quillian Ditching Co.
McMinnville, Oregon

Gentlemen:

We have your letter of March 8 in which you state that you have a claim for equipment rental against Frank M. Parsons on the Carlton-Newberg Highway. This appears to be our Contract No. 2960 with Mr. Parsons for work on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

The bonding company on this contract is Home Indemnity Company whose agent on this job is Maynard A Escher, 18 Northwest First Avenue, Forest Grove, Oregon.

In addition to filing this claim with the surety, we might suggest that your claim be filed with the Secretary of State. By so doing, your claim will be protected beyond the ordinary period of six months after the job has been completed and accepted by the Commission. For your convenience we are enclosing an excerpt from the Oregon Law concerning the filing of such a claim.

It is not anticipated that the above contract will be finished much before July 31, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
3-16-49

March 14, 1949

Home Indemnity Company
59 Maiden Lane
New York 8, New York

Gentlemen:

We have today received a letter from Fedrick and Quillion Ditching Company of McMinnville, Oregon, advising that they have a claim for equipment rental against Frank M. Parsons on what appears to be our Contract No. 2960 for grading and surfacing on the Carlton-Chehalem Creek Bunhill County Road. The amount of the claim is not mentioned in their letter.

This information is furnished as the Home Indemnity Company appears as surety on the bond filed in connection with this above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

cc - Howard A. Bonham
18 N. W. 1st Avenue
Forest Grove, Oregon

Frank M. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

NOTED ON CARD
3-14-49

TEDRICK AND QUILLIAM
DITCHING CO.
Mc MINNVILLE, ORE.

March 8 1948

State of Oregon
Highway Dept:

Engineers Office

RECEIVED
BY SECRETARY

2960

Gentelmen:

We have a claim for equipment rental against Frank M. Parsons Contractor on the Carlton - Newberg highway which he has refused to pay.

Will you kindly send us the Bonding Company name of that project?

Thank You

W. G. Tedrick.

RECEIVED
MAR 11 1949
OREGON
STATE HIGHWAY COMMISSION

3-11-49, JR

RECEIVED
MAR 7 1949
FOR FILING
192 (1)
2960

March 3, 1949

Mr. Virgil Wells, dba
Mollalla Ready-Mix Concrete Co.
Route 2, Box 359
Mollalla, Oregon

Dear Mr. Wells:

In your letter of March 2, 1949, just received, you inquire whether or not the State Highway Commission has made final payment to Frank Parsons, Forest Grove, for grading and surfacing the Carlton-Chehalem Creek County road, under State Highway contract No. 2960, and you also inquire if the bond furnished by Mr. Parsons in connection with this job is still in force, and could be held liable for payment of a claim you have against the work.

The contract to which you refer is not yet completed by Mr. Parsons, although the contract was awarded, it was anticipated that the work would be done not later than October 31, 1948, but it was not completed by that time, and the time limit has been extended to July 31, 1949.

The bond furnished by Mr. Parsons was written by The Home Indemnity Company, for whom Maynard E. Reeher, 18 N. W. First Avenue, Forest Grove, Oregon, is the resident agent. This bond can be held liable for legitimate claims against the work for a period of six months after the work has been completed, and the job has been formally accepted by the State Highway Commission, and can be held liable for a longer length of time if the claim is filed with the Secretary of State pursuant to statutory requirement, prior to the expiration of each six months' period. I enclose for your information a mimeographed excerpt of the Oregon Law covering the filing of claims against public work.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]ts
Enc.
cc- Floyd Query

NOTED ON CARD
3-3-49, gk

McMinnville Ready-Mix Concrete Company

McMINNVILLE, OREGON

#2960

March 2, 1949

Oregon StateHighway Commission
Bridge Department
State Office Building
Salem Oregon.

Dear Sir:

I would like some information about the job Frank Parsons of Forest Grove, Oregon had on the Carlton- Newberg cut off. I poured the concrete for the culverts on this job and would like to know if he has received his final settlement from the State for this job.

I havn't received any pay for the concrete poured on this job in September and October of last year. If he has received his final payment, could you tell me if his bond is still good.

Yours Very Truly
Virgil Wells dba
McMinnville Ready-Mix Concrete Co
Rt.2 Box 359
McMinnville ,Ore.

By Virgil Wells

Bruce Beardsley, State Ag't.
Lumbermens Bldg, Portland.

RECEIVED
STATE HIGHWAY COMMISSION

ERED
H B. GLAISYER

D ON CARD
3-3-49 gl

RECEIVED
FEB 3 1949
FOR FILING

I-92(1)
2960

February 2, 1949

Mr. Frank M. Parsons
113 N. W. 1st Ave.
Forest Grove, Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 273 days, from October 31, 1948 to July 31, 1949, within which to complete your contract No. 2960 covering Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

Your request was granted by the Highway Commission, however, all engineering costs are to be assessed from November 1, 1948 to final completion date as penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]

cc: F. D. Haven,
Division Engineer

H. G. Smith

NOTED ON CARD
2-2-49, gl

RECEIVED
JAN 18 1949
FOR FILING

8-92 (A)
1960

January 18, 1949

Request for extension of time
No. 13
January 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Frank M. Parsons for an extension of time on Contract No. 2550, Carlton-Chehalem Creek section of the Carlton-Chehalem Creek County Road in Yamhill County, from October 31, 1948 to July 31, 1949.

The contractor had ample time for the completion of the project, and had he supplied sufficient equipment for this job, he could easily have completed the grading, surfacing, and oiling within the time limit; therefore, I recommend that this extension be granted, but that engineering costs be assessed from November 1, 1948 to the actual completion date.

Mr. T. H. Banks of the Public Roads Administration concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JAN 13 194
FOR FILING

S-92(1)

2960

January 12th, 1940

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2960, Salem-Eastside Creek Section of the Salem-Eastside Creek County Road, Oregon S-92(1), from October 31st, 1939, to July 1st, 1940, to Frank M. Parsons, contractor.

The contractor had ample time for the completion of the grading and had he supplied sufficient equipment for this small job, it could easily have been completed and the grading and oiling finished within the season. Therefore, I recommend that this extension be granted with engineering costs assessed until the actual completion date.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Williams
Assistant State Highway Engineer

cc to: H. G. Smith

RECEIVED
JAN 20
FOR FILING

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

S-92(1)

2960

59 MAIDEN LANE, NEW YORK

December 22, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Hon. H. B. Glaisyer

Dear Mr. Glaisyer:

Re: Claim No. H-11064 - Bond No. N-87877
Frank M. Parsons to Oregon State Hw. Com.

This acknowledges yours of December 16, 1948 referring to notice of claim by Erwin E. Batterman in the amount of $1,082.36 on the above contract.

The claim will receive our attention.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:pmh

RECEIVED
DEC 27 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 15
FOR FILING

I-9-11

2960

Rhoten & Rhoten
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
Salem, Oregon

NOTICE

MR. EARL T. NEWBRY
Secretary of State
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Erwin E. Batterman, has a claim for labor and material on the construction of a culvert in the sum of $1,082.36 against Frank M. Parsons, principal, and against the bond taken from Frank M. Parsons, Forest Grove, Oregon, whose surety is the Home Indemnity Company, for the work on the Carlton-Chehalem section of the Carlton-Chehalem Road, Highway Contract No. 2960, performed on and between September 7, 1948 and October 20, 1948.

Dated this 14th day of December, 1948.

Erwin E. Batterman

ERWIN E. BATTERMAN
147 North Commercial street
Salem, Oregon

cc: State Highway Commission

cc: Home Indemnity Company
Lumbermens Building
Portland, Oregon

REFERRED TO
BY SECRETARY

NOTED ON CARD
12-14-48

RECEIVED
DEC 15 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1941
FLR FILING

Mrs. Lewis

L-92 (1)

2960

December 22, 1941

The Home Indemnity Company
59 Maiden Lane
New York, N. Y.

Gentlemen:

In reply to your letter of December 13, we can advise you that the claim in the amount of $820 filed by Murray Brothers against Frank E. Parsons, Contract No. 2960, concerning which we notified you on November 29, is the same claim as mentioned in our letter of December 2.

The letter of November 29 gave you notice when the claim was filed with us by Murray Brothers, and the letter of December 2 advised when the claim was received by us from the Secretary of State.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

VAQ:mmm

cc Howard A. Hosher
15 S. W. First Avenue
Forest Grove, Oregon

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

December 13, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sir:

Re: Claim No. H-11064 - Bond No. N-87877
Frank M. Parsons to Oregon State Highway Com.

This acknowledges yours of December 2, 1948 and copy of the claim of $820.10.

Please let me know whether this is the same claim to which your office referred in its letter of November 29, 1948.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:pmh

RECEIVED
DEC 20 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1948
FOR FILING
8-9a (1)
2960

December 16, 1948

2960

Mr. Frank M. Parsons
113 Northwest First Avenue
Forest Grove, Oregon

Dear Mr. Parsons:

In connection with our phone conversation of today we must advise that it will not be possible for the extension of time which you stated you were sending in today to be considered by the Commission at its meeting December 20 and 21.

Before the extension of time can be presented to the Commission it has to be approved by the Division Engineer and a copy of it must be sent to the Commission three days prior to the meeting.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/17

RECEIVED
DEC 20 1948
FOR FILING

B-92 (1)

2960

Files Miss Jones

December 16, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 15 to which was attached three copies of a claim filed with your office by Erwin E. Batterman in the amount of $1082.36 against the bond taken from Frank M. Perrow under our Contract No. 2960 for work on the Carlton-Chehalem Creek Rockfill County Road.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-16-48 gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 15, 1948

2960

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of December 15, a notice of claim by Erwin E. Batterman for labor and material furnished in the amount of $1,082.36, against the bond taken from Frank M. Parsons, for construction of a culvert on the Carlton-Chehalem road in Yamhill County, Oregon, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
BY SECRETARY

RECEIVED
DEC 16 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-16-48

Mrs Lucas

December 16, 1948

The Home Indemnity Company
99 Hudson Lane
New York 6, New York

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State in the amount of $1082.36. This claim was filed with the Secretary of State on December 15 by Erwin E. Bothemann for labor and materials furnished by him on Frank M. Parsons' Contract No. 7960 for construction of a culvert on the Carlton-Sheridan Grade Section of the Carlton-Sheridan Grade Yamhill County Unit.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

RLG:ar
Enc.

cc - Everett A. Booher
13 Northwest 1st Avenue
Forest Grove, Oregon

Frank M. Parsons
113 Northwest 1st Avenue
Forest Grove, Oregon

NOTED ON CARD
12-16-48 RLG

N O T I C E

MR. EARL T. NEWBRY
Secretary of State
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Erwin E. Batterman, has a claim for labor and material on the construction of a culvert in the sum of $1,082.36 against Frank M. Parsons, principal, and against the bond taken from Frank M. Parsons, Forest Grove, Oregon, whose surety is the Home Indemnity Company, for the work on the Carlton-Chehalem section of the Carlton-Chehalem Road, Highway Contract No. 2960, performed on and between September 7, 1948 and October 20, 1948.

Dated this 14th Day of December,,1948.

ERWIN E. BATTERMAN
147 North Commercial Street
Salem, Oregon

cc: State Highway Commission

CC: Home Indemnity Company
Lumbermens Building
Portland, Oregon

ENDORSED:
File No. 3126
Filed December 15, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 7 1948
FOR FILING

Miss Lewis
notes card

L-92(1)
2960

December 2, 1948

The Home Indemnity Company
59 Maiden Lane
New York 8, New York

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim has been filed by Hanway Brothers in the amount of $650.10 for tractor rental against the bond taken from Frank H. Parsons under their contract No. 2960 for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek Rockhill County Road.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Pilgrim
Enc.

cc - Howard A. Hosker
16 N.W. 1st Avenue
Forest Grove, Oregon

Frank H. Parsons
113 N.W. 1st Avenue
Forest Grove, Oregon

NOTED ON CARD
12-2-48 g(

TO STATE OF OREGON:

TO OREGON STATE HIGHWAY COMMISSION:

Notice hereby is given that the undersigned, Murray Brothers, has a claim for rental of Allis Chalmers cat in the sum of $820.10 against the bond taken from Frank M. Parsons as principal and Home Indemnity Company as surety for the work of grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road.(Contract No. 2960.)

MURRAY BROTHERS

BY KENNETH MURRAY

Dated November 22, 1948

ENDORSED:

FILE NO. 3116
Filed November 26, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 7 1948
FOR FILING

Mrs. Lewis
Motion card

December 2, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 1 to which was attached three copies of a claim filed by Murray Brothers against Frank M. Parsons under our Contract No. 2960 for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County.

This claim is in the amount of $520.10 for rental of an Allis Chalmers cat.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

NOTED ON CARD
12-2-48 gp

Contract 2960

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 1, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of November 26, 1948, a notice of claim by Murray Brothers for the rental of Allis Chalmers cat in the sum of $820.10 against the bond taken from Frank M. Parsons as principal and Home Indemnity Company as surety for the grading and surfacing on the Carlton-Chehalem Creek County Road.

We have prepared and are encloseing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FS
Enc.

REFERRED TO
BY SECRETARY

RECEIVED
DEC 2 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

12-2-48, 8

RECEIVED
DEC 2 1948
FOR FILING

692-(1)

2960

Mrs. Lewis
Visit re road

November 29, 1948

Mr. E. A. Boyrie
434 Pittock Block
Portland 5, Oregon

Dear Mr. Boyrie:

As requested in your letter of November 24 we are enclosing herewith a certified copy of Contract No. 2960 with Frank M. Parsons for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek Rumhill County Road.

We are also returning a signed copy of the claim filed with this office.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dw
Encl.

NOTED ON CARD
11-29-48 gc

LAW OFFICES
EDWARD A. BOYRIE
FRANCIS J. KRAUSE
484 PITTOCK BLOCK
PORTLAND 5, OREGON

November 24, 1948

Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I enclose herewith for filing in accordance with the provisions of Section 98-101 O.C.L.A. formal notice that my client, Murray Brothers, has a claim for rental of Allis Chalmers Cat in the sum of $820.10 against the bond taken from Frank M. Parsons as principal and Home Indemnity Company as surety for the work of grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road (Contract No. 2960).

Please acknowledge receipt of this claim on the copy herewith enclosed.

I also enclose herewith Affidavit for the purpose of being furnished with a certified copy of the contract and bond for the purpose of bringing action in accordance with the provisions of the statute referred to, and request that such certified copy be forwarded to me, together with statement covering whatever statutory charge there may be for preparation of same. Thanking you, I am

Very truly yours,

E. A. BOYRIE

EAB:lp
Encl.

NOTED ON CARD
~~11-26-48~~

REFERRED TO
BY SECRETARY

Need certified copy of contract and bond & statement of charge. When received will write letter. Note on card. DMJ

RECEIVED
NOV 26 1948
OREGON
STATE HIGHWAY COMMISSION

OFFICE COPY

A F F I D A V I T

STATE OF OREGON)
) ss.
County of Multnomah)

I, EDWARD A. BOYRIE, being first duly sworn, depose and say that I am Attorney for Murray Brothers and have knowledge of the facts hereinafter stated.

That said Murray Brothers have a claim against the bond of Frank M. Parsons and Home Indemnity Company on account of rental of Allis Chalmers Cat furnished by Murray Brothers to said Frank M. Parsons and used in the prosecution of the work of grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road (Contract No. 2960). Said claim is in the amount of $820.10 and payment thereof has not been made.

I make this affidavit for the purpose of being supplied with certified copy of said contract and bond in accordance with the provisions of Section 98-101 O.C.L.A.

Edward A Boyrie

Subscribed and sworn to before me this 24th day of November, 1948.

Wallace Edwman
Notary Public for Oregon
My Commission expires June 9-1949

OFFICE C

OFFICE COPY

TO STATE OF OREGON:

TO OREGON STATE HIGHWAY COMMISSION:

Notice hereby is given that the undersigned, Murray Brothers, has a claim for rental of Allis Chalmers Cat in the sum of $820.10 against the bond taken from Frank M. Parsons as principal and Home Indemnity Company as surety for the work of grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road (Contract No. 2960).

MURRAY BROTHERS

By Kenneth Murray

Dated November 22, 1948.

RECEIVED
DEC 2 1948
FOR FILING

2960

Fi[illegible]s

Mrs. Lewis
Note on card

November 29, 1948

The Home Indemnity Company
59 Maiden Lane
New York 8, New York

Gentlemen:

We have today received from Mr. E. A. Boyrie, an attorney whose address is 484 Pittock Block, Portland 5, Oregon, a claim from his client Murray Brothers in the amount of $820.10 for equipment rental furnished Frank H. Parsons on our Contract No. 2960 for work on the Carlton-Chehalem Creek Yamhill County Road. This claim, specifically is for rental of an Allis Chalmers cat and is dated November 22, 1948.

This information is provided as your company appears on surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

ETSmith

cc - Howard A. Booher
18 N.E. 1st Avenue
Forest Grove, Oregon

Frank H. Parsons
113 N.E. 1st Avenue
Forest Grove, Oregon

NOTED ON CARD
12-29-48 gl

RECEIVED
NOV 24 1948
FOR FILING

8-72-(1)

November 23, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

The contractor on Oregon Project S-72 (1), Carlton-Chehalem Creek Section, was ordered to defer surfacing operations until spring, when it was discovered that he could not complete the surfacing and oiling. Our recommendations at that time were that he crush the rock during the winter months and be prepared to finish the job early in the spring.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

ASSIGNMENT No. 2

DESCRIPTION: Letter of 11-12-48 from T. M. Davis re non-completion of Oregon Project S-98 (1), Carlton-Chehalem Creek Section.

DATE: 11-15-48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 11-23-48

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

NOTED
H. G. SMITH

November 12, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Williams' October 26th letter relative to the non-completion of Oregon Project S-92(1), Carlton-Chehalem Creek Section.

No justification for the delays in the construction of this project are given though you say "we feel a better job will be secured by waiting until next spring". If you have officially ordered the contractor to defer surfacing until next spring, we should be advised definitely to that effect in order to enable this office to take such shortdowns into consideration in any future actions.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV - 5 1949
FOR FILING

8-92 (U)

#2960

files

November 1, 1949

The Home Indemnity Company
59 Maiden Lane
New York, New York

Gentlemen:

As requested in your letter of October 28 concerning claim No. H-11044 and Bond No. H-87677 and our Contract No. 2960 with Frank M. Parsons, we are enclosing a copy of Mr. Boyrie's letter regarding his claim.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:dkr
Encl.

cc - Howard A. Becker
18 N.W. 1st Ave
Forest Grove, Ore.

THE HOME INDEMNITY COMPANY

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

October 28, 1948

2960

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sir:

Re: Claim No. H-11064 - Bond No. N-87677
Frank M. Parsons to Oregon State Hwy. Comm.

This acknowledges your letter of October 28?, 1948. As you were told in our letter of October 18, we are checking on the facts now.

I note that you did not enclose with your last letter a copy of Mr. Boyrie's letter. Will you please send us that copy.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:pmh

REFERRED TO
BY SECRETARY

Secretary to Boyrie letter
acknowledge and send him copy of this letter
HHS

RECEIVED
NOV 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 26 1948
FOR FILING

S-92(1)

October 26, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

With reference to Oregon Project S-92 (1), Carlton-Chehalem Creek Section:

Some time ago it was apparent that the contractors on this section would be unable to complete the surfacing and oiling this year. Therefore, they were advised not to attempt to lay any rock until next spring. As soon as their plant is through at Hood River, they will move into a quarry site west of Dundee and crush the rock during the winter to be ready to lay the surfacing early in the spring.

As you know, we have had trouble with subgrade on several jobs where the oiling could not be completed and the surfacing was placed late in the fall. Therefore, we feel a better job will be secured by waiting until next spring. The contractor has purchased sufficient rock to cover the short sections used by local traffic.

Inasmuch as the Shore Line Construction is a new organization which has had trouble getting sufficient equipment, I do not think we should be unduly severe on them by charging engineering penalties.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. H. G. Smith

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 18, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Project S-92(1), the Carlton - Chehalem Creek Section. Inspection reports show the progress made by the contractor on this project have not been satisfactory and the September inspection indicates that while 85 per cent of the time has elapsed only 26 per cent of the work has been done.

We would appreciate advice as to what steps, if any, have been taken toward impressing on the contractor the necessity of better progress. From present indications an extension of time should carry the prescribed penalty.

Very truly yours,

T. H. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
OCT 20 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV - 4 1948
FOR FILING

THE HOME INDEMNITY COMPANY NEW YORK

HAROLD V. SMITH, PRESIDENT

59 MAIDEN LANE, NEW YORK

October 18, 1948

8-92 (1)
2960

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Dear Sir:

Re: Claim No. H-11064 - Bond No. H-87677
Frank M. Parsons to Oregon State Hwy. Comm.

This acknowledges your letter of October 4, 1948 in connection with the claim of Murray Bros. against Frank M. Parsons in the amount of $1,187.50.

The matter is receiving our immediate attention.

Yours very truly,

Jay Shereff, Manager
Bonding Claim Division

JS:pmh

NOTED
H. B. GLAISYER

RECEIVED
OCT 25 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
L-9217
#2960

October 18, 1948

The Home Indemnity Company
99 Maiden Lane
New York 8, New York

Gentlemen:

We have today received a letter from Mr. E. A. Boyrie representing Murray Bros. in connection with a claim of Murray Bros. against Frank M. Parsons for tractor rental furnished to Mr. Parsons under Contract No. 2960. This contract covers work performed on the Carlton-Chehalem Creek County Road.

Mr. Boyrie's letter does not mention the amount of the claim but we believe that it is the same one filed by Murray Bros. in the amount of $1,127.90 on September 28 and regarding which we wrote to you on October 4.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 10-19

cc - The Home Indemnity Company
Howard A. Bashor, Agent
18 Northwest First Avenue
Forest Grove, Oregon

Mr. Frank M. Parsons
113 Northwest First Avenue
Forest Grove, Oregon

NOTED ON CARD
10-15-48 gC

October 18, 1948

Mr. Edward A. Boyrie
484 Pittock Block
Portland 5, Oregon

Dear Mr. Boyrie:

We have your letter of October 15 in which you state that your law firm represents Murray Bros. who have a claim against Frank M. Parsons for rental in connection with his highway contract near Carlton. Although the amount of the claim is not mentioned we presume that it is the same one, in the amount of $1,187.50, which was filed in this office on September 28 by Murray Bros. and which was acknowledged by us on October 4.

Mr. Parsons is prequalified with us as an individual, Frank M. Parsons. He holds with us Contract No. 2960 for grading and surfacing on the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road.

Surety under the above contract is the Home Indemnity Company whose agent is Mr. Howard A. Booher, 18 Northwest First Avenue, Forest Grove, Oregon.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 10-19

NOTED ON CARD
10-15-48 gc

LAW OFFICES
EDWARD A. BOYRIE
FRANCIS J. KRAUSE
484 PITTOCK BLOCK
PORTLAND 5, OREGON

October 15, 1948

#2960

State Highway Commission
Salem, Oregon

Gentlemen:

I represent Murray Brothers, who have a claim for rental of Allis Chalmers Cat used on a job of road construction near Carlton. I am informed that the contractor is Frank M. Parsons doing business as F. M. Parsons Construction Co. Would you be so kind as to verify name of the contractor, i.e., that he is an individual doing business as F. M. Parsons Construction Co., and advise name of the surety and official description of the contract.

Thanking you, I am

Very truly yours,

E. A. BOYRIE

EAB:lp

REFERRED TO
BY SECRETARY

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
10-18-48 gr

RECEIVED
OCT 6 1948
FOR FILING

S-92 (1)

#-960

October 4, 1948

The Home Indemnity Company
59 Maiden Lane
New York 8, New York

Gentlemen:

The State Highway Commission has received notice of the claim of Emery Bros. Construction, Hillsville, Oregon, in the amount of $1,107.50 against F. H. Parsons, Forest Grove, Oregon, arising out of the rental of a tractor and sweepall to Mr. Parsons for use in connection with his contract with the State Highway Commission, Contract No. 2960 for grading and surfacing on the Carlton-Chehalem Creek County Road, in Yamhill County, Oregon.

We are notifying you of receipt of this claim inasmuch as The Home Indemnity Company appears as surety on the bond furnished by Mr. Parsons in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - The Home Indemnity Company
Howard A. Booher, Agent
113 N. W. 1st Avenue
Forest Grove, Oregon

Frank H. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

Floyd A. Emery

NOTED ON CARD
10-4-48 C

October 4, 1948

Mr. Oscar J. Murray, Superintendent
Murray Bros. Construction
Box 412
McMinnville, Oregon

Dear Mr. Murray:

In your letter of September 28, 1948, you advise the State Highway Commission of your claim, amounting to $3,187.50, against J. M. Parsons Construction Company of Forest Grove, and representing the balance due you for rental of a tractor and carryall to Mr. Parsons for use in connection with his state highway contract at Carlton, Oregon.

In connection with all state highway contracts the successful bidder is required to furnish the state with a surety bond to guarantee satisfactory completion of the project and payment of claims incurred in connection therewith. Such a bond was furnished by Mr. Parsons in connection with his contract, which is described in our records as State Highway Contract No. 2960 for grading and surfacing the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road, in Yamhill County. This bond was written by the Home Indemnity Company, for whom Howard A. Booher, 18. N. W. 1st Avenue, Forest Grove, Oregon, is the local agent.

I would suggest that you present your claim to the agent of the bonding company and that you also file notice of your claim with the Secretary of State in conformity with the provisions of the statute covering such matters. I enclose a mimeographed copy of the statute for your ready reference.

In conformity with our usual practice, I am today bringing your claim to the attention of the bonding company.

Trusting that you will secure satisfaction in the not distant future, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
10-4-48, EC

HBO:ee 10-5
Enc.

Murray Bros. Construction

Road Building • Ditching • Land Clearing • Land Leveling • Logging

Box 413
McMinnville, Oregon
Sept, 28, 1948

H. B. Glaifyer
Sec. Oregon State Highway Comm.
State Office Bldg.
Salem, Oregon

Dear Sir:

We rented a tractor and carryall to the F. M. Parsons Construction Company of Forest Grove, Oregon to be used on the State Highway job at Carlton, Oregon. This machine worked a total of 195 hrs. between July 10th and August 15th at $12.50 per hr. making a total of $2437.50. This amount was to have been paid not later than Sept. 10th. We have repeatedly called on Mr. Parsons for this money and have to date been able to collect $1250.00 leaving an unpaid balance of $1,187.50. Would you please send us the necessary forms and instructions for filing claims on this money.

Yours truly,
Oscar J Murray
Supt.

ANSWERED
H. B. GLAISYER

NOTED ON CARD
10-1-48

RECEIVED
OCT 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 7 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

S-92(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project S-92(1), Carlton-Chehalem Creek.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WASH nr 7514

State Oregon

Federal Aid Secondary Project No. S-98(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948, by and between The Oregon State Highway Commission

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 19 47, a project statement, which was approved on the 14th day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of November, 19 47; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of seventy-two thousand and 00/100

dollars ($ 72,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapt. 175, Laws 1917; Chap. 31, Laws 1933; Chap. 389, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 65+30 in the NW 1/4, Section 25, T. 3 S., R. 4 W., W.M., and ending at survey station 210+00 in the NE 1/4, Section 29, T. 3 S., R. 3 W., W.M., including a "T" connection, Stations 0+84 to Station 3+00 in the NE 1/4, Section 29, T. 3 S., R. 3 W., W.M., without exception,

, length 2.761 miles, in Yamhill County, being Oregon Federal Aid / Secondary project No. S-58(1), consisting of 2.761 miles of roadway and [illegible] bridges, [illegible] of more than 20 feet clear span, [illegible] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11570-5

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ [illegible] dollars ($[illegible]), which does not exceed the authorized Federal pro rata share of _____ one hundred nineteen thousand, nine hundred forty-seven and 50/100 dollars ($119,947.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds and probable amount annually available)
Chapter 389, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 32e.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Libbey
Member, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

By _____
_____
(Title of officer)

By _____
_____
(Title of officer)

By _____
_____
(Title of officer)

W W Brown

Attest
H Bleamaster
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By F V Lindheim
Acting Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11879-2

RECEIVED SEP 20 1948 OREGON DISTRICT

RECEIVED
FOR FILING
S92(1)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Salem-Chemeketa Creek Section, Project S-(2.1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JCH/ga

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-92 (1)

CARLTON-CHEHALEM CREEK SECTION OF THE

CARLTON-CHEHALEM CREEK ROAD IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Roadway (Sta. 65+50 to 210+00)

All Required		Clearing and Grubbing		$ 2,500.00
760	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,280.00
60,000	cu. yds.	General Excavation, Unclassified	0.25	15,000.00
163,600	yd. sta.	Short Overhaul	0.02	3,272.00
4,400	C-yd. sta.	Long Overhaul	0.50	2,200.00
2.73	miles	Finishing Roadbed and Slopes	500.00	1,365.00
2,200	lin. ft.	Rounding Cutbanks	0.25	550.00
1,320	lin. ft.	8" Perf. Metal Drain Pipe, Coated	1.50	1,980.00
1,260	lin. ft.	18" Concrete Pipe	3.00	3,780.00
120	lin. ft.	24" Concrete Pipe	4.00	480.00
70	lin. ft.	12" Corr. Metal Pipe	3.00	210.00
30	lin. ft.	36" Corr. Metal Pipe	10.00	300.00
40	lin. ft.	Salvaging Culvert Pipe	2.00	80.00
190	cu. yds.	Rock or Gravel Backfill in Drains	3.00	570.00
60	cu. yds.	Class "A" Concrete	60.00	3,600.00
8,000	lbs.	Metal Reinforcement	0.10	800.00
16,830	cu. yds.	3" - 0" Material in Base	2.20	37,136.00
5,460	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	17,745.00
560	M-gals.	Sprinkling	3.00	1,680.00
2.73	miles	Preparation of Base	200.00	546.00
1,320	cu. yds.	Furnishing and Placing Aggregates	4.50	5,940.00
37	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	45.00	1,665.00
59	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	45.00	2,655.00
63	tons	Furnishing and Placing 151-200 Asphalt	43.00	2,709.00
			Subtotal	$109,043.00
			10% Engr. & Cont.	10,904.30
			Total	$119,947.30
		Length of Roadway	2.761 miles	
		Cost per mile	$43,130.99	

Federal Secondary Funds	$ 72,000.00
State Funds	47,967.30
	$119,967.30

State Funds for Construction: Chap. 175, Laws 1917; Chap. 51, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
JAN 28 1948
FOR FILING

S-92(1)

January 26, 1948

Mr. Frank M. Parsons
113 N.W. 1st Avenue
Forest Grove
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2960, which was awarded to you on December 31,, 1947 by the State Highway Comm'sion, covering the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road in Yamhill County. This copy is for your records and files.

An executed copy of the contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
JAN 27 1948
FOR FILING

S-92(1)

January 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 15, 1948, on Contract No. 1960, Sucker-Chehalem Creek Section in connection with Federal Aid Project No. S-92 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:md

RECEIVED
MAR 9
FOR FILING

COMMISSIONERS
T. K. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP,
KLAMATH FALLS
BEN. R. CHANDLER,
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

S-S-nf(1)
S-92(11)
2960

January 19, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four copies of a maintenance agreement, signed by the County Court of Yamhill County, in connection with Federal Aid Project No. S-87 (1), Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road.

Also enclosed are four signed copies of an encroachment resolution for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

mc

Encl.

cc Mr. J. W. Nash

RECEIVED
MAR 9 1948
FOR FILING

Agenda - Feb 2-3, 1948

5-92 (1)

2760

December 11, 1947

Mr. Frank M. Parsons
113 N. W. 1st Avenue
Forest Grove, Oregon

Dear Mr. Parsons:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and oil mat surfacing the Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road, in Yamhill County. This award was based on your low bid of $110,039, following asphalt.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. M. G. Smith
Mr. S. H. Probert
Caldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
B u i l d i n g

NOTED
H. B. GLAISYER

DAY LETTER		ORDINARY	
SERIAL		URGENT RATE	
NIGHT LETTER		DEFERRED	
		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

$

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 31, 1947
3:20 p.m.

Frank M. Parsons
113 N. W. 1st Ave.
Forest Grove, Oregon

State Highway Commission awarded you today contract for Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road, in Yamhill County, based on your low bid submitted December 30, 1947.

Contract forms follow shortly.

Floyd Query, Acting Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

S-92(1)

2960

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREG.

December 19, 1947

REFERRED TO
Phobert
Asst. Chief Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our letter of November 4, 1947, approved the sketch map for Oregon Project FAS 87, Carlton-Chehalem Creek. It has since been found that the number was previously assigned to another project.

The number 92 was proposed and we are now approving its use for this project. Please correct the designation from FAS 87 to FAS 92 on your approved copy of the sketch map.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
DEC 22 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 11 1947
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
FOR FILING
FAS-87 S 92(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O. Box 3900
[redacted]
PORTLAND 8, OREGON

November 4, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon Project FAS 87, Carlton-Chehalem Creek Road in Yamhill County is approved today. Our approval is subject to the condition that the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63 when improvement of the section including this crossing is contemplated.

We presume that ultimate improvement of the section at the location of the two existing sharp curves, approximately 1/2 mile from the easterly end of the project, will be to alinement standards commensurate with those planned for the remainder of the project.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
NOV 5 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 1 1947
FOR FILING
OREGON DISTRICT

FAS-26(1)5 92 (11)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 12, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to project documents for Oregon Project FAS-87, the Carlton - Chehalem Creek Road in Yamhill County. A check of our records shows that you were advised by letter dated May 4, 1942 that this number had been approved for use in connection with surfacing for access roads to the Swan Island Shipyard in Portland. Although Federal Aid Secondary funds are no longer available for that project, the project number has been set up in the files and therefore, that number is not available for reuse on the project referred to above.

It is requested that a project number involving no duplication in the Federal Aid Secondary series be assigned to the project. Early advice on this point will be appreciated. We will place the new number on the project documents which we now have to make it unnecessary to submit complete revised papers.

Very truly yours,

Answered by phone
Use FAS-26(1)

T. M. DAVIS
District Engineer.

By: H. A. Stoddart

H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
DEC 15 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 22 1947
FOR FILING
2661

S-87(4) 92

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 19, 1947

SUBJECT:

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are enclosing eight copies of a standard form of maintenance agreement, which have been signed by the proper officials of Yamhill County and attested by the County Clerk, for Federal Aid Project No. ~~S-87 (4)~~ 2661, Carlton-Chehalem Creek Section of the Carlton-Chehalem Creek County Road and Federal Aid Secondary Highway.

It is contemplated that bids will be called for this project on October 21 or 22.

This agreement provides that the county will maintain the road after the project has been completed. The agreement is ready for execution by the State Highway Commission.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

Encl.

cc Mr. W. W. Stiffler

OK
OC

NOTED
W. W. STIFFLER

RECEIVED
DEC 22 1947
FOR FILING
S 92(1)

December 19, 1947

Mr. P. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

S-92(1)

We are enclosing six copies of revised estimate for the Carlton-Chehalem Creek Section, Project No. S-26(1), in which estimate changes have been made in the estimated unit prices for the items "3" - 0" Material in Base," "3/4" - 0" Material in Base and Shoulders" and "Furnishing and Placing Aggregates."

Very truly yours,

H. G. Williams
Assoc. State Highway Engineer

JWHigs

Encl.

Oregon State Highway Commission — Federal Aid Secondary
Project No. S-[illegible] (1)

S-72(1)

[illegible] SECTION OF THE
[illegible] ROAD IN [illegible] COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 19, 1947

Roadway (Sta. 65+50 to 210+00)

All Required		Clearing and Grubbing		$ 5,000.00
760	cu. yds.	Trench Excavation, Unclassified	$ 3.00	2,280.00
80,000	cu. yds.	General Excavation, Unclassified	0.30	24,000.00
163,600	yd. sta.	Short Overhaul	0.02	3,272.00
4,400	6-yd. sta.	Long Overhaul	0.50	2,200.00
2.73	miles	Finishing Roadbed and Slopes	450.00	1,228.50
2,200	lin. ft.	Rounding Outlenins	0.15	330.00
1,380	lin. ft.	6" Perf. Metal Drain Pipe, Coated	1.35	1,788.00
1,060	lin. ft.	18" Concrete Pipe	3.00	3,780.00
180	lin. ft.	24" Concrete Pipe	4.50	540.00
70	lin. ft.	18" Corr. Metal Pipe	2.00	140.00
80	lin. ft.	36" Corr. Metal Pipe	3.00	240.00
40	lin. ft.	Salvaging Culvert Pipe	1.50	60.00
190	cu. yds.	Rock or Gravel Backfill in Ditches	4.00	760.00
60	cu. yds.	Class "A" Concrete	50.00	3,000.00
8,000	lbs.	Metal Reinforcement	0.10	800.00
16,880	cu. yds.	3" - 0" Material in Base	3.00	50,640.00
5,460	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.50	19,110.00
560	M-Gals.	Sprinkling	3.00	1,680.00
2.73	miles	Preparation of Base	200.00	546.00
1,380	cu. yds.	Furnishing and Placing Aggregate	4.25	5,610.00
37	tons	Furnishing and Placing MC-3 or Emulsified Asphalt in Seal Coat	40.00	1,480.00
59	tons	Furnishing and Placing MC-3 Asphalt in Binder Course	40.00	2,360.00
63	tons	Furnishing and Placing 151-200 Asphalt	40.00	2,520.00
71	tons	Furnishing and Placing MT-4 Tar in Binder Course	34.00	(Alternate)
77	tons	Furnishing and Placing MT-9 Tar	34.00	(Alternate)
		Subtotal		$127,358.50
		10% Engr. & Cont.		12,735.85
		Total		$140,094.35

Length of Roadway [redacted] miles
Cost per mile [redacted]

Federal Secondary Funds - - -

RECEIVED
DEC 22 1947
FOR FILING

S 92(1)

December 16, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

S-12(1)

Dear Sir:

We are sending under separate cover six copies of revised bid proposals for the Carlton-Chehalem Creek Section, Project No. S-26 (1). These proposals contain revised specifications under the headings "Rock Base and Shoulders" and "Oil Mat Wearing Surface (Type O-9)," covering the crushed materials for use on the project.

We are, likewise, sending six blue line copies of sheet one of the plans to replace those which you now have, an acceptable source of crushed materials shown on the previous plan, being deleted on the revised copies.

Confirming our conversation by telephone, the project number has been changed to S-26 (1).

Very truly yours,

S-92(1)

W. C. Williams
Asst. State Highway Engineer

JWW:gs

September 24, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Carlton-Chehalem Creek Section, Project No. ~~S-97 (1).~~ S-972(1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:GS
Encl.

Revise Spec. prov. page 1 and 5
and plan sheets 2, 7 & 8 and PRA 10/29/47

Oregon State Highway Department

Federal Aid Secondary
Project No. ~~S-97-(2)~~
S 92(1)

CARLTON-CHEHALEM CREEK SECTION OF THE

CARLTON-CHEHALEM CREEK ROAD IN YAMHILL COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 24, 1947

Roadway (Sta. 65+50 to 210+00)

All required					
		Clearing and Grubbing			$ 5,000.00
760	cu. yds.	Trench Excavation, Unclassified	$3.00		2,280.00
60,000	cu. yds.	General Excavation, Unclassified	0.30		18,000.00
163,600	yd. stas.	Short Overhaul	0.02		3,272.00
4,400	C-yd. stas.	Long Overhaul	0.50		2,200.00
2.73	miles	Finishing Roadbed and Slopes	450.00		1,228.50
2,200	lin. ft.	Rounding Cutbanks	0.15		330.00
1,320	lin. ft.	8" Perf. Metal Drain Pipe, Coated	1.35		1,782.00
1,260	lin. ft.	18" Concrete Pipe	3.00		3,780.00
120	lin. ft.	24" Concrete Pipe	4.50		540.00
70	lin. ft.	12" Corr. Metal Pipe	2.00		140.00
30	lin. ft.	36" Corr. Metal Pipe	8.00		240.00
40	lin. ft.	Salvaging Culvert Pipe	1.50		60.00
190	cu. yds.	Rock or Gravel Backfill in Drains	4.00		760.00
60	cu. yds.	Class "A" Concrete	50.00		3,000.00
8,000	lbs.	Metal Reinforcement	0.10		800.00
2/7 16,880	cu. yds.	3" - 0" Material in Base	340 2.75		46,420.00
2.67 5,460	cu. yds.	3/4" - 0" Material in Base and Shoulders	350 2.75		15,015.00
560	M-gals.	Sprinkling	3.00		1,680.00
2.73	miles	Preparation of Base	200.00		546.00
2.67 1,320	cu. yds.	Furnishing and Placing Aggregates	4" 4.00		5,280.00
37	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	40.00		1,480.00
59	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	40.00		2,360.00
63	tons	Furnishing and Placing 151-200 Asphalt	40.00		2,520.00
71	tons	Furnishing and Placing RT-4 Tar in Binder Course	34.00		(Alternate)
77	tons	Furnishing and Placing RT-9 Tar	34.00		(Alternate)
		Subtotal			$118,713.50
		10% Engr. & Cont.			11,871.35
		Total			$130,584.85

Length of Roadway 2.781 miles
Cost per mile $ 46,956.07

Federal Secondary Funds	$ 75,800.00
State Funds	54,784.85
	$130,584.85

CARLTON-CHEHALEM CREEK SECTION

PROJECT NO. S-~~C~~ 111

92(1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 24, 1947

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

S 92(1)

November 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

S-92(1)

P.S.& E. documents for Oregon Project No. ~~S-87~~(1), Carlton - Chehalem Creek Section of the Carlton - Chehalem Creek County Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Approved Form PR-9 authorizing reduction in program item length and scope of work to conform to the P.S.& E. was forwarded you October 21, 1947.

The usual copies of resolution by the County Commissioners regarding encroachments etc. should be submitted prior to preparation of the project agreement.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
NOV 28 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
OREGON DISTRICT
S 92(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 21, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

S-92(1)

Dear Sir:

Herewith for your information and record is copy of approved Form PR-9 covering reduction in length and scope of work for Item 26 of your 1948 Secondary Program, Oregon Project S-87(1), Carlton to Chehalem Creek.

Please note that in addition to the requested change in termimus at Carlton, we have also made a minor change in description of the eastern termimus of the project.

The form PR-9 request was forwarded with Mr. Williams' letter of September 24, 1947.

Very truly yours,

T. M. DAVIS
District Engineer.

Encl.

RECEIVED
OCT 23 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 19
FOR FILING
S92(1)

September 24, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of form PR-9 requesting approval of project program change for the Carlton-Chehalem Creek Section, Project No. ~~S-87(1)~~ S-92(1).

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:GS
Encl.

FR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

September 24, 1947
(Date)

The following major program change of the individual project is requested:

Oregon (State) — 1948 F. Y. Federal Aid Secondary Program (Previous Program) — May 29, 1947 (Date of Approval)

COUNTY Yamhill — FA or FAS Route No. FAS 109

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	26	S-87(1)	Carlton to 1.3 mi. South of FAS Rt. 101	Survey-Plans					
				Right-of-Way					
				Construction	150,000	91,000	59,000		Gr., Dr., Bridge, 2-lane intermediate-type surfacing
				Total	150,000	91,000	59,000	3.70	
Requested Revision	26	S-87(1) S-92(1)	1.3 mi. East of Carlton to 1.3 mi South of FAS Rt. 101	Survey-Plans					
				Right-of-Way					
				Construction	150,000	91,000	59,000		Gr., Dr., 2-lane intermediate-type surfacing
				Total	150,000	91,000	59,000	2.781	

Program Balance subsequent to approval of this and previously recommended change is: $ _____

Reason for Change: Setup of funds insufficient to construct project as originally programmed.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval Requested 9/24/47 W. C. Williams, Acting Highway Engineer

Approved: _____ Acting Commissioner _____ (Date)

P-3868

F2-9

PUBLIC ROADS ADMINISTRATION

REQUEST FOR APPROVAL OF INDIVIDUAL PROGRAM CHANGE

COMMISSIONER:
ATTENTION—PROGRAM SECTION

September 24, 1947
(Date)

The following major program change of the individual project is requested:

Oregon (State) | 1948 F.J. Federal Aid Secondary Program (Previous program) | May 29, 1947 (Date of approval)

County Umatilla | FAS or FAS Route No. 107

	ITEM No.	PROJECT No.	TERMINI	CLASS OF WORK	PROJECT COST: TOTAL COST	PROJECT COST: FEDERAL FUNDS	PROJECT COST: STATE FUNDS	LENGTH MILES	CHARACTER OF PROPOSED WORK
Item as now programmed	26	~~S-87(1)~~ S-9211	Carlton to 1.3 mi. south of FAS Rte. 107	Survey plans					
				Right-of-way					
				Construction	150,000	91,000	59,000		
				Total	150,000	91,000	59,000	3.70	Gr., Dr., Bridge, 2-lane intermediate-type surfacing
Requested revision	26	S-87(1) S-92(1)	1.3 mi. east of Carlton to 1.7 mi. south of FAS Rte. 107	Survey plans					
				Right-of-way					
				Construction	150,000	91,000	59,000		Gr., Dr., 2-lane intermediate-type surfacing
				Total	150,000	91,000	59,000	2.7m.	

Program balance subsequent to approval of this and previously recommended changes is: $ 399,217

Reason for change: Being of funds insufficient to construct project as originally programmed, because of increased cost of labor and materials. Scope of work reduced to stay within available funds. Eastern terminus of project (1.3 miles south of F.A.S. Route 107) originally in error - should have been 1.7 miles south of F.A.S. Route 107. Improvement on proposed contains sections previously improved to intermediate type surfacing.

Recommended for approval L. L. Rands, District Engineer. Sept. 29, 1947 (Date)

Recommended: W. H. Lynch, Division Engineer. October 1, 1947 (Date)
By John L. Sargent, Senior Highway Engineer

Approval Requested W. C. Williams, W. C. Williams, Acting Highway Engineer. 9/24/47

Approved: H. H. Hiles, Acting Commissioner. October 14, 1947 (Date)

APPROVED FOR RECOMMENDATION:
L. I. Hewes, Chief, Western Headquarters Bureau of Public Roads, Washington, D. C.
By E. F. McCoy, Principal Highway Engineer, October 6, 1947

F-43(4) Crooked River Sec., Ochoco Hwy. 1947

#2962

RECEIVED
FEB 25 1949
FOR FILING

4-43 (41)
2962

Mrs. Lewis
Note on card

February 16, 1949

Deely and Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a letter received by us from Hallen and Sons concerning payment owed them in the amount of $11.76 by Cunningham and Bailey for a log chain. From the information provided in the letter we cannot positively identify the contract but believe that it may be in connection with our Contract No. 2962 on which Vernie Jarl was the principal contractor for grading and surfacing on the Crooked River Section of the Cohoon Highway in Crook County.

This information is furnished as the General Casualty Company of America appears as surety on the bond in connection with the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQand
Mcheck.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Vernie Jarl
Box 254
Gresham, Oregon

NOTED ON CARD
2-16-49 F

Mrs Lewis
Motor card

February 16, 1949

Bellon & Sons
Condon, Oregon

Gentlemen:

This is to acknowledge your letter of February 16 in which you state that Cunningham and Smiley owe you $11.76 for twenty-four feet of 3/8 inch chain signed for by Glen Aylesworth.

From the information given us we cannot positively identify the contract in connection with which the above material was purchased. There is a possibility that this may be in connection with our Contract No. 2962 in which Vernie Jarl was the principal contractor for grading and surfacing on the Crooked River Section of the Ochoco Highway in Crook County. Cunningham and Smiley do not hold any contracts with us, but they may have been doing subcontract work for Mr. Jarl.

If you could give us the location where the contractor was working it would be of considerable help. In the mean time, we will advise the contractor and the surety of your claim.

We have an address listed for Cunningham and Smiley at 3245 Southeast 129th Street, Portland, Oregon.

If you wish to protect your claim beyond six months after the job has been completed and accepted, we suggest that you file your claim with the Secretary of State. We are enclosing, herewith, and excerpt from the Oregon Law outling this procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md
Enc.

NOTED ON CAT
2-18-49 S.E.

C. A. HOLLEN P. L. HOLLEN B. A. HOLLEN W. L. HOLLEN

HOLLEN & SONS

Hardware and Implements
Oliver Farm Equipment - Delco Light and Air Chargers
Radio Headquarters
CONDON, OREGON

2-16-49

Oregon State Highway Commission,

Salem Oregon.

Gentlemen:

It is our understanding that Contractors on Road Construction over the State are Bonded for the payment of purchases on the jobs and since we have not been able to reach the following Contractor covering the following item ,thought perhaps you would be in position to assist.

Contractor was Cunningham & Smiley
Address given us was % Vernie Jarl, Gresham, Oregon.

Item purchased;

Aug 6th 1948 24 ft 3/8" Chain 11.76
Signed for by Glen Ayelsworth.

Thanking you kindly for any assistane you may be able to render us, we are very truly yours,

HOLLEN & SONS.

REFERRED TO
BY SECRETARY

RECEIVED
FEB 17 1949
OREGON
STATE HIGHWAY COMMISSION

2-17-49, JK

RECEIVED
JAN 4 - 1949
FOR FILING

942 (4)

2962

Mrs. Jarvis
note

January 3, 1949

The General Insurance Company of America
614 Board of Trade Building
Portland 4, Oregon

Attention: G. E. Burnett

Gentlemen:

We have today received a statement from the Prineville Sand and Gravel Company in which they state, "Mr. Jarl has taken care of everything pertaining to Contract No. 2962."

This, we presume, takes care of the claim in the amount of $227.50 which the Prineville Sand and Gravel Company claimed that Cunningham and Bailey, subcontractors on Contract No. 2962, owed them.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:dr

cc - Prineville Sand & Gravel Co.
Prineville, Oregon

Mr. Vernie Jarl
436 North Roberts Ave.
Gresham, Oregon

NOTED ON CARD
1-3-49 gR

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 28, 1948

IN REPLY PLEASE
REFER TO FILE

Prineville Sand & Gravel Co.
Prineville, Oregon

Attention: Mr. A. A. Hardesty

Gentlemen:

This is to acknowledge your note attached to our letter, in which you state: "Please make final payment to Vernie Jarl."

This has to do with Contract No. 2962, against which contract you have filed a claim in the amount of $227.50.

We appreciate your prompt reply on this matter, and we are, today, notifying our Auditing Department to release the final payment on the above contract to Mr. Jarl.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer

Secretary

FAQ:amc

cc Mr. Vernie Jarl

Mr. Jarl has taken care of every thing pertaining to Contract No. 2962.
Prineville Sand + Gravel Co.
Arthur A Hardesty

RECEIVED
DEC 31 1948
OREGON
STATE HIGHWAY COMMISSION

H. K. DENT
PRESIDENT

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA
HOME OFFICES – SEATTLE, WASHINGTON

PORTLAND SERVICE OFFICE
614 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

December 30, 1948

H. B. Glaisyer
Secretary,
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 2962 - Vernie Jarl
(Our bond #141062)

Dear Mr. Glaisyer:

This is the latest reply to your letter of December 17th in which you advised that you have received a letter from the Prineville Sand & Gravel Company stating that Cunningham and Smiley, subcontractors claimed that Jarl owes them $227.50.

In the meantime I have discussed the matter with Vernie Jarl, and he tells me that this claim is in somewhat state of dispute, but that the entire matter will be taken care of in the very near future.

Very truly yours,

G H Burnett

GHBURNETT

SURETY DEPARTMENT

fg

REFERRED TO
Gurney
BY SECRETARY

RECEIVED
DEC 31 1948
OREGON
STATE HIGHWAY COMMISSION

Will bring in bond release - note that we have a letter from Prineville Sand & Gravel saying it's OK to release bond upon ...

RECEIVED
DEC 31 1948
FOR FILING

Files

743(4)
2962

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 29, 1948

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. E. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	18455	2962	Est 7 Final	Vernie Jarl	1,721.47	340911	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Your letter releasing final payment to Mr. Jarl on his contract 2962 received. Am mailing warrant to him today but in conformance with regular custom this release is forwarded for your signature.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

NOTED ON CARD

12-30-48 gl

RECEIVED
DEC 30 1948
FOR FILING

743 (1)

2962

Salem, Oregon
December 28, 1948

Mr. H. H. Hawks
Chief Accountant

Dear Sir:

Attached hereto is a copy of a letter received by us today from the Prineville Sand and Gravel Company.

As per the statement made by Mr. Hardesty, the final payment may now be made to Mr. Vernie Jarl on Contract No. 2962.

E. B. Glaisyer
Secretary

FAQ:ams
Attach.

REFERRED TO
BY SECRETARY

Mrs Lewis
with m card

NOTED ON CARD
12-25-48 GL

December 26, 1944

Prineville Sand & Gravel Co.
Prineville, Oregon

Attention: Mr. A. A. Burdsall

Gentlemen:

This is to acknowledge your note attached to our letter, in which you state: "Please make final payment to Vernie Jarl."

This has to do with Contract No. 2962, against which contract you have filed a claim in the amount of $227.50.

We appreciate your prompt reply on this matter, and we are, today, notifying our Auditing Department to release the final payment on the above contract to Mr. Jarl.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mmm

cc Mr. Vernie Jarl

NOTED ON CARD

12-25-44 gk

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 22, 1948

IN REPLY PLEASE
REFER TO FILE

Prineville Sand & Gravel Co.
Prineville, Oregon

NOTED
H. B. GLAISYER

Attention: Mr. A. A. Hardesty

Gentlemen:

Final payment to Vernie Jarl on our Contract No. 2962 is now ready to be made. Upon the advice of our legal counsel, the payment is being held up pending settlement of the claim you filed with us against Cunningham and Smiley in the amount of $227.50.

From your letter we understand that Cunningham and Smiley were subcontractors on this job. Please advise if you have received payment for the claim, or if it is agreeable with you that final payment be released to Mr. Jarl.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H. B. Glaisyer Jr.

Secretary

RECEIVED
BY SECRETARY

Received OK to release final voucher upon card voucher attached

FAQ:amc

Please make final payment to
Vernie Jarl

NOTED ON CARD

RECEIVED
DEC 28 1948
OREGON
STATE HIGHWAY COMMISSION

PRINEVILLE SAND & GRAVEL CO

12-28-48

Arthur A Hardesty

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. S. GLAISYER
SECRETARY

December 22, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. Vernie Jarl
Box 264
Gresham, Oregon

Dear Sir:

Final payment on your Contract No. 2962 is now ready for release to you; but, on the advice of our legal counsel, is being held up pending the satisfactory adjustment of a claim filed with this office by the Prineville Sand and Gravel Company against Cunningham and Smiley, whom, they state, did the oiling on this job.

Will you please advise us if this claim has been settled?

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

H S Glaisyer Jr

Secretary

FAQ:amc

We issued our check to Prineville Sand and Gravel Co. on December 23, 1948 to settle this claim.

Vernie Jarl

NOTED ON CARD
12-27-48

RECEIVED
DEC 27 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 28 1948
FOR FILING

7 43 (4)

2962

December 22, 1948

Prineville Sand & Gravel Co.
Prineville, Oregon

Attention: Mr. A. A. Hardesty

Gentlemen:

Final payment to Vernie Jarl on our Contract No. 2962 is now ready to be made. Upon the advice of our legal counsel, the payment is being held up pending settlement of the claim you filed with us against Cunningham and Smiley in the amount of $227.50.

From your letter we understand that Cunningham and Smiley were subcontractors on this job. Please advise if you have received payment for the claim, or if it is agreeable with you that final payment be released to Mr. Jarl.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mm

NOTED ON CARD
12-22-48 gf

RECEIVED
DEC 28 1948
FOR FILING

743 (4)

2962

Mr. Lewis

December 22, 1948

Mr. Vernie Jarl
Box 264
Gresham, Oregon

Dear Sir:

Final payment on your Contract No. 2962 is now ready for release to you; but, on the advice of our legal counsel, is being held up pending the satisfactory adjustment of a claim filed with this office by the Prineville Sand and Gravel Company against Cunningham and Smiley, whom, they state, did the oiling on this job.

Will you please advise us if this claim has been settled?

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mmm

NOTED ON CARD
12-22-48 gl

RECEIVED
DEC 20 1948
FOR FILING

743 (4)

2962

Mrs. Jarvis
note on card
12/17

December 17, 1948

Prineville Sand & Gravel Company
Prineville, Oregon

Attention: Arthur A. Hardesty

Dear Mr. Hardesty:

In reply to your letter of December 13 concerning Vernie Jarl's Contract No. 2962, we can answer your inquiries as follows: The quantity of rock from the Engineer's estimate used on this job for 1-1/4 - 0 in base, 4,385 cubic yards; 3/4 - 0 in base and shoulders, 1,364 cubic yards; 4-1/2 - 2 in base, 175 cubic yards; furnishing and placing aggregates, 1,013 cubic yards.

As concerns your claim for $227.50 against Cunningham and Bailey who did the oiling on this, in addition to filing your claim in this office we suggest that you file it with the General Casualty Company of America whose agent is Deely and Company, Board of Trade Building, Portland 4. This company is surety under the above contract. If you feel it is necessary, we might also suggest that you file your claim with the Secretary of State to protect it for a period longer than six months after completion and acceptance of the job. We are enclosing an excerpt from the Oregon law outlining this procedure.

We anticipate that the final payment on Contract No. 2962 will be made within a week or two.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
12-17-48 FAQ

Phone 24-J

2962 Crook jail

Don 18455 final pay on after 12-16-48

A. A. HARDESTY

PRINEVILLE SAND & GRAVEL CO.

Crushed, Screened and Washed Gravel

PRINEVILLE, OREGON

Dec. 13, 1948.

State Highway Department,

Dear Sir:-

Writing you in regards to a job, which I done for Vernie Jaral Contractor for the Madras Highway. Will you please send me the quanity of rock used on it. I have also a bill for $227.50 against Cunningham + Smiley, who did the oiling on this job and they have not paid me. When will the final payment be made on the Vernie Jaral job. Also the Fenton Con-
2899 struction Co. left owing me $50.00 for sand, which I furnished them for the bridge, which they built in Madras, Oregon. Would you inform me, if this can be collected from the Fenton Construction Co.

Yours Respectfully
Prineville Sand + Gravel Co.
Arthur A Hardesty

NOTED ON CARD
12-13-48 JK

RECEIVED
DEC 15 1948
OREGON
STATE HIGHWAY COMMISSION

RETURNED TO
BY SECRETARY

F961
.3 S8E4

Mrs. Lewis

December 17, 1946

General Casualty Company of America
Healy and Company
Board of Trade Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the Prineville Sand and Gravel Company of Prineville, Oregon, dated December 13 in which they state that Cunningham and Bailey, subcontractors under them appears to be our Contract No. 2962 with Vernie Jack, and the Prineville Sand and Gravel Company $227.95. We do not know that the claim is for.

This information is furnished as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FLG:dr

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Vernie Jack
Box 254
Crooked, Oregon

NOTED ON CARD
12-17-46 gf

RECEIVED
FOR FILING
743-(4)
Crooked River Section
Ochoco Highway
2962

R. H. Baldock

December 8th, 1948

FINAL COST ANALYSIS
Grade, Surface & Oil
Vernie Jarl, Contractor
A. A. Fossen, Resident Engineer

Contract #2962
Prefix 7-1008-201(46)

Item	Quantity	Unit	Cost	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	All	L. S.	$475.31			$2,000.00
Str. Excav., Unclass.	178.3	Cu. Yd.	471.98	$2.65	$3.00	534.90
Gen. " "	34,581.2	" "	9,335.41	0.27	0.45	15,561.54
Short Overhaul	57,237.5	Yd. Sta.	860.56	0.015	0.02	1,144.75
Long Overhaul	406.5	C-Yd. Sta.	165.60	0.41	0.50	203.25
Finishing R/B & Slopes	0.87	Mile	1,154.91	1,327.48	1,000.00	870.00
Rounding Cutbanks	2,030	Lin. Ft.	212.30	0.10	0.15	304.50
18" Corr. Metal Pipe	142	" "	430.17	3.03	4.00	568.00
24" " " "	146	" "	649.59	4.45	5.50	803.00
105-Inch Sec. Plate Culvert	190	" "	7,846.36	41.30	46.00	8,740.00
Wood Sight Posts	42	Each	162.89	3.88	5.00	210.00
1½" - 0" Mat'l. in Base	4,385	Cu. Yd.	12,535.08	2.86	2.90	12,716.50
3/4" - 0" Mat'l. in Base and Shoulders	1,364	" "	3,911.08	2.87	3.00	4,092.00
Haul & Place 4½" - 2" Rock in Base	175	" "	469.98	2.68	1.50	262.50
Sprinkling	241.7	M-Gal.	542.67	2.25	3.00	725.10
Preparation of Base	0.87	Mile	358.55	412.13	200.00	174.00
Furnish & Place Aggregates	1,013	Cu. Yd.	5,567.76	5.50	4.00	4,052.00
Furnish & Place 151-200 Asphalt	102.8	Ton	4,728.93	46.00	43.00	4,420.40
			$49,879.13			$57,382.44

STATE HIGHWAY ENGINEER
FILED

Gross Revenue	$57,382.44
Total Cost	49,879.13
Net Profit	$7,503.31

Net Profit Equals 13.1% of Gross Revenue

Crooked River Section

Detail of Cost

Labor:			
Supervision		$1,352.00	
Labor		8,118.58	
Payroll Insurance		568.23	
			$10,038.81
Materials:			
18" Corr. Metal Pipe	142 feet at $2.13	$302.46	
18" Bands	9 each " 3.14	28.26	
24" Corr. Metal Pipe	146 feet " 3.29	480.34	
24" Bands	10 each " 3.96	39.60	
105-Inch Sectional Plate Culvert Pipe	190 feet " 33.91	6,442.90	
Wood Sight Posts	42 each " 1.50	63.00	
1½" - 0"	4,385 cu. yd. at 1.95	8,550.75	
3/4" - 0"	1,364 " " " 1.95	2,659.80	
Aggregate	1,013 " " " 1.96	1,985.48	
151-200 Asphalt	102.8 ton at 19.00	1,953.20	
Freight on Asphalt	98.7 "	844.43	
			23,350.22
Equipment Rental and Misc. Supplies:			
Equipment Rental, Owned		$7,837.50	
" " , Hired		1,412.81	
Hired Trucks (Includes Operators)		1,898.00	
Gas, Oil and Grease		1,792.21	
Lumber		167.22	
Small Tools & Misc. Supplies		435.24	
P.L. & P.D. Insurance		118.38	
Move In		755.00	
Bond		352.27	
Home Office and General Overhead - 3%		1,721.47	
			16,490.10
Total Cost			$49,879.13

Remarks:

This was a "Regular Federal Aid Project". The contract, calling for the grading, surfacing and oiling of 0.87 mile of highway, was bid and awarded December 29th, 1947, and work on the project was started January 20th, 1948.

General excavation was done with two DW-10's with scrapers, one D-8 tractor and scraper and one D-7 dozer. Some of the material was a hard pan which required ripping, but good production was maintained on this item and it was done at a low cost.

Crushed rock was purchased from Prineville Sand & Gravel, a commercial plant three miles from the job. The contractor loaded, hauled and placed the crushed rock with his own equipment and crew.

Oiling operations were started on August 27th, and was not completed until September 16th. The oiling crew was poorly organized and the project was difficult to oil because of many connections so production on oiling and aggregate operations was very low. The contractor had high bid prices on aggregate and asphalt but still suffered a loss on these items. Two cars of asphalt were shipped from Portland to Prineville by rail and one 5,000-gallon load was hauled from Portland by transport.

Setting of sight posts and cleanup were completed September 17th, 1948, and the project was completed as of this date.

Good equipment and good supervision on earthwork, together with good bid prices, made this job show a fair profit.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
DEC 7 1948
FOR FILING

7-43(4)

2962

December 6, 1948

Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2962 for work on the Crooked River Section of the Cohoco Highway, in Crook County, has been completed by the contractor, Vernie Jarl, and that final payment in the amount of $1,721.47 will be made on or after December 16, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $57,382.44, and that no force account work was performed therein. This contract was completed September 17 and accepted by the Highway Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attention: Legal Dept.

NOTED ON CARD

12-6-48 gk

RECEIVED
OCT 21 19
FOR FILING

7-43-(4)

October 20, 1948

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Vernie Jarl, on contract No. 2962, covering grading and surfacing on the Crooked River Section of the Cohoco Highway in Crook County. This payment, in the amount of $7,623.87, will be made on or after October 30, 1948. The retained percentage is $1,721.47.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attention: Legal Department

NOTED ON CARD

10-20-48. gc

RECEIVED
FEB 4
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

F-43(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

October 15, 1948

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project F-43(4), Crooked River Section of the Ochoco Highway.

Very truly yours,

W. H. Lynch
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

Jcm

PR 2 (Revised 1946)

WA8pr 7538

State Oregon

Federal Aid Project No. [illegible]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of October, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 19 47, a project statement, which was approved on the 2nd day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of August, 19 47; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-two thousand and 00/100

dollars ($ 62,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1927; Chap. 31, Laws 1930; Chap. 383, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 726+70.6 in the NE 1/4, Section 1, T. 15 S., R. 15 E., W.M., and survey station 774+88.5 at the east boundary of the NW 1/4, Section 6, T. 15 S., R. 16 E., W.M., without exception,

, length 0.899 miles, in Grant County, being Oregon Federal Aid project No. F-43(4), consisting of 0.865 miles of roadway and [illegible] bridges, each of more than 20 feet clear span, 0.034 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-two thousand and 00/100 dollars ($ 62,000.00), which does not exceed the authorized Federal pro rata share of one hundred fourteen thousand, nine hundred seventy-eight and 70/100 dollars ($ 114,978.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorising funds and probable amount annually available)

Chapter 389, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 12B.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By A W Schaupp
Member, State Highway Commission
(Title of officer)

By R R Rawlinson
Member, State Highway Commission
(Title of officer)

By Attest H H Scamp Jr
SECRETARY
(Title of officer)

By _____
(Title of officer)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS,

By W Z Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11270-2

OCT 15 1948 ★
DISTRICT

RECEIVED
SEP 21 1948
FOR FILING

7-43 (4)

2962

September 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 17, 1948 on Contract No. 2962, Grassmt River Section, in connection with Federal Aid Project No. F-43 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Smith
Acting State Highway Engineer

HGS/ce

cc to C. H. Armstrong

Form E-1—5M—8-47

743(4)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Crooked River — For Week Ending September 18, 1948

Highway Cohoon — Kind of work Grad & Oilmat Surfacing

Contractor Vernie Jarl — Section prefix 7-1008

Date of Contract December 31, 1947 — Contract number 2968

Date work started January 20, 1948 — Date of completion September 30, 1948

Amount of contract $ 58712. — Estimated date of completion ____, 19____

Estimated cost of completed project, exclusive of engineering Remove fence 370 500. — Per cent of time elapsed 261/274 95.3 %

Per cent of contract completed, based on total contract price $ 56000.

Engineering cost to date $ 3156, 5.38 % — 100 %

Date project was completed September 17, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final sealing of the main line and various legs completed on Tuesday. Oiling of all road approaches started on Wednesday and completed on Thursday. Placing of sight posts and general cleaning up on Thursday and Friday. Broming of newly laid mat continued from Tuesday through Friday.

Preparation of semi-final estimate will get underway at an early date

Construction Engineer H.G.Smith and Division Engineer Wm.E. Chandler visited the project on Monday.

Deferred Report

NOTED H. G. SMITH

RECEIVED SEP 20 1948 OFFICE OF CONSTRUCTION ENGINEER

NOTED E. M. BOOTH

Signed A. A. Lowe

Address 1290-Hall ST. BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

RECEIVED
FEB 4
FOR FILING

F-43(4)

July 27, 1948

Mr. T. E. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Crooked River Section, Project F-43 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. G. Williams
Assistant State Highway Engineer

JWH/ps

Encl.

Oregon State Highway Department — Federal Aid Project No. F-43 (4)

CROOKED RIVER SECTION OF THE OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

2-Lane Roadway (Sta. 176+70.6 to 759+52.7)

All Required				
160	cu. yds.	Clearing and Grubbing (70%)		$ 1,400.00
		Structural Excavation, Unclassified	$ 3.00	480.00
33,000	cu. yds.	General Excavation, Unclassified	0.45	14,850.00
7,000	yd. sta.	Short Overhaul	0.02	140.00
10	C-yd. sta.	Long Overhaul	0.50	5.00
0.63	mile	Finishing Roadbed and Slopes	1,000.00	630.00
2,500	lin. ft.	Rounding Cutbanks	0.15	375.00
160	lin. ft.	24" Corr. Metal Pipe	5.50	880.00
200	lin. ft.	105" Sectional Plate Culvert Pipe	46.00	9,200.00
10	only	Wood Right Posts	5.00	50.00
3,000	cu. yds.	1½" - 0" Material in Base	2.90	8,700.00
800	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	2,400.00
100	M-gals.	Sprinkling	3.00	300.00
0.63	mile	Preparation of Base	200.00	126.00
460	cu. yds.	Furnishing and Placing Aggregates	4.00	1,840.00
44	tons	Furnishing and Placing 151-200 Asphalt	43.00	1,892.00
			Subtotal	$43,268.00
			10% Engr. & Cont.	4,326.80
			Total	$47,594.80
		Length of Roadway	0.621 mile	
		Cost per mile	$76,642.19	

Access Roadway (Sta. 761+31.3 to 774+20.5)(Inclusive of Loc "F")

All Required				
20	cu. yds.	Clearing and Grubbing (30%)		$ 600.00
		Structural Excavation, Unclassified	$ 3.00	60.00
50,000	yd. sta.	Short Overhaul	0.02	1,000.00
340	C-yd. sta.	Long Overhaul	0.50	170.00
0.24	mile	Finishing Roadbed and Slopes	1,000.00	240.00

80	lin. ft.	18" Corr. Metal Pipe	$ 4.00	$ 320.00
45	only	Wood Sight Posts	5.00	225.00
2,600	cu. yds.	1½" - 0" Material in Base	2.90	7,540.00
600	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,800.00
270	cu. yds.	Hauling and Placing 4½" - 2" Rock in Base	1.50	405.00
100	M-gals.	Sprinkling	3.00	300.00
0.24	mile	Preparation of Base	200.00	48.00
340	cu. yds.	Furnishing and Placing Aggregates	4.00	1,360.00
32	tons	Furnishing and Placing 151-200 Asphalt	43.00	1,376.00
			Subtotal	$15,444.00
			10% Engr. & Cont.	1,544.40
			Total	$16,988.40
		Length of Roadway	0.244 mile	
		Cost per mile	$69,624.59	

Crooked River Bridge (Sta. 759+52.71 to 761+31.29)

200	cu. yds.	Embankment in Place	$ 2.00	$ 400.00
All Required		Shoring, Cribbing, Etc.		3,500.00
210	cu. yds.	Structural Excavation	10.00	2,100.00
10	cu. yds.	Structural Excavation Below Elevations Shown	15.00	150.00
400	cu. yds.	Class "A" Concrete	60.00	24,000.00
95,000	lbs.	Metal Reinforcement	0.10	9,500.00
380	lin. ft.	Metal Handrail	11.00	4,180.00
All Required		Remove Old Bridge		1,800.00
			Subtotal	$45,630.00
			10% Engr. & Cont.	4,563.00
			Total	$50,193.00
		Length of Bridge	0.034 mile	

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$47,594.80	$25,710.00	$21,884.80
4-Lane Roadway	16,988.40	9,177.00	7,811.40
Crooked River Bridge	50,193.00	27,113.00	23,080.00
	$114,776.20	$62,000.00	$52,776.20

[redacted]

(4½" - 3" Rock in Stockpile, Furnished under State Contract No. 2324)

270 cu. yds. 4½" - 3" Rock in Stockpile $ 0.75 $ 202.50

State Funds for Construction: Chap. 173, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

December 15, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number 5 for the Crooked River Section, Project No. F-43 (4), which page contains a revised specification under the heading "Sectional Plate Culvert."

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWM:gs
Encl.

Oregon State Highway Department — Federal Aid Project No. F-43 (4)

GROSSER RIVER SECTION OF THE

OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 9, 1947

2-lane Roadway (Sta. 736+70.6 to 759+52.7)

All Required		Clearing and Grubbing (70%)			$ 350.00
160	cu. yds.	Structural Excavation, Unclassified		$ 3.00	480.00
33,000	cu. yds.	General Excavation, Unclassified		0.55	18,150.00
7,000	yd. sta.	Short Overhaul		0.02	140.00
10	C-yd. sta.	Long Overhaul		0.50	5.00
0.63	mile	Finishing Roadbed and Slopes		1,000.00	630.00
2,500	lin. ft.	Rounding Cutbanks		0.15	375.00
160	lin. ft.	24" Corr. Metal Pipe		4.50	720.00
200	lin. ft.	105" Sectional Plate Culvert Pipe		45.00	9,000.00
10	only	Wood Sight Posts		6.00	60.00
3,000	cu. yds.	1½" - 0" Material in Base		3.00	9,000.00
800	cu. yds.	¾" - 0" Material in Base and Shoulders		3.00	2,400.00
100	M-gal.	Sprinkling		3.00	300.00
0.63	mile	Preparation of Base		250.00	157.50
460	cu. yds.	Furnishing and Placing Aggregates		4.50	2,070.00
44	tons	Furnishing and Placing 151-200 Asphalt		45.00	1,980.00
			Subtotal		$43,817.50
			10% Engr. & Cont.		4,381.75
			Total		$48,199.25
		Length of Roadway	0.621 mile		
		Cost per mile	$81,158.21		

4-lane Roadway (Sta. 761+38.3 to 774+20.5) (Inclusive of Loc "F")

All Required		Clearing and Grubbing (30%)			$ 150.00
20	cu. yds.	Structural Excavation, Unclassified		$ 3.00	60.00
90,000	yd. sta.	Short Overhaul		0.02	1,800.00
340	C-yd. sta.	Long Overhaul		0.50	170.00
0.24	mile	Finishing Roadbed and Slopes		1,000.00	240.00

80	lin. ft.	18" Corr. Metal Pipe	$ 3.00	$ 240.00
45	only	Wood Sight Posts	6.00	270.00
2,600	cu. yds.	1½" - 0" Material in Base	3.00	7,800.00
600	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,800.00
270	cu. yds.	Hauling and Placing 4½" - 2" Rock in Base	1.60	432.00
100	M-gal.	Sprinkling	3.00	300.00
0.24	mile	Preparation of Base	250.00	60.00
340	cu. yds.	Furnishing and Placing Aggregates	4.50	1,530.00
32	tons	Furnishing and Placing 151-200 Asphalt	45.00	1,440.00
			Subtotal	$15,492.00
			10% Engr. & Cont.	1,549.20
			Total	$17,041.20
		Length of Roadway	0.244 ~~0.344~~ mile	
		Cost per mile	$49,538.37	

Crooked River Bridge (Sta. 759+52.71 to 761+31.29)

200	cu. yds.	Embankment in Place	$ 2.00	$ 400.00
All Required		Shoring, Cribbing, Etc.		1,000.00
210	cu. yds.	Structural Excavation	5.00	1,050.00
10	cu. yds.	Structural Excavation Below Elevations Shown	10.00	100.00
400	cu. yds.	Class "A" Concrete	58.00	23,200.00
95,000	lbs.	Metal Reinforcement	0.11	10,450.00
380	lin. ft.	Metal Handrail	10.00	3,800.00
All Required		Remove Old Bridge		2,500.00
			Subtotal	$42,500.00
			10% Engr. & Cont.	4,250.00
			Total	$46,750.00
		Length of Bridge	.034 mile	

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
2-Lane Roadway	$ 50,333.25	$27,364.00	$23,035.25
4-Lane Roadway	17,041.20	9,253.00	7,788.20
Crooked River Bridge	46,750.00	25,383.00	21,367.00
	$114,190.45	$62,000.00	$52,190.45

NON-PARTICIPATING ITEM

(4½" - 2" Rock in Stockpile, Furnished under State Contract No. 2324)

270 cu. yds. 4½" - 2" Rock in Stockpile $ 0.75 $ 202.50

CROOKED RIVER SECTION

PROJECT NO. F-43(4)

(Comparison in Unit Costs of 105" Sectional Plate Culvert Pipe and Equivalent Concrete Box Culvert)

105" Sectional Plate Pipe

		Estimated cost per lineal foot		$45.00

8' x 8' Concrete Box Culvert

.833	cu. yds.	Class "A" Concrete per lineal foot	$55.00	$45.82
146	lbs.	Metal Reinforcement per lineal foot	0.10	14.60
				$60.42

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

December 12, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-43(4), Crooked River Section of the Ochoco Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have corrected Station 761+30.3 as shown on the estimate and the quantity summary on the plans to read 761+31.3, and the length of the 4-lane portion of the project from 0.344 to 0.244. Please make the necessary changes on your copies.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H. A. Stoddart
H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
DEC 15 1947
OREGON
STATE HIGHWAY COMMISSION

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. Box 3900
[redacted]
PORTLAND 8, OREGON

August 25, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Concurrence is hereby given in the rejection of the bid received today for the construction of Oregon Project No. F-43(4), Crooked River Bridge at Prineville.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 29 1947
OREGON
STATE HIGHWAY COMMISSION

Jon

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O. Box 3900
PORTLAND 8, OREGON

August 8, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-43(4), Crooked River Bridge near Prineville on the Ochoco Highway in Crook County, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

On the last line of Description of Work on page 1 of the special provisions, we have corrected drawing no. 7044 to 8417.

Changed SPECS. OK

Very truly yours,

T. M. DAVIS
District Engineer

By H. A. Stoddart
H. A. STODDART
Senior Highway Engineer

RECEIVED
AUG 12 1947
OREGON
STATE HIGHWAY COMMISSION

August 4, 1947

Mr. T. H. Harris
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Crooked River Bridge, Project No. F-43 (4).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

S. H. Prohart
Acting State Highway Engineer

JWH:SH
Encl.

Oregon State Highway Department

Federal Aid Project
No. F-43 (4)

CROOKED RIVER BRIDGE ON THE

OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 4, 1947

Bridge (Sta. 759+52.71 to 761+31.29)

All Required		Shoring and Cribbing		$ 1,000.00
200	cu. yds.	Embankment in Place	$ 2.00	400.00
210	cu. yds.	Structural Excavation	5.00	1,050.00
10	cu. yds.	Structural Excavation below Elevations Shown	10.00	100.00
400	cu. yds.	Class "A" Concrete	55.00	22,000.00
93,000	lbs.	Metal Reinforcement	0.10	9,300.00
380	lin. ft.	Metal Handrail	10.00	3,800.00
All Required		Remove Old Bridge		2,500.00
			Subtotal	$40,350.00
			10% Engr. & Cont.	4,035.00
			Total	$44,385.00

Length of Bridge .034 mile

Federal Aid Funds	$36,000.00
State Funds	8,385.00
	$44,385.00

CROOKED RIVER BRIDGE

PROJECT NO. F-42 (4)

All necessary rights of way have been acquired for this project.

S. H. PROBERT
Acting State Highway Engineer

August 4, 1947

SUMMARY OF FEDERAL AID WORK

CROOKED RIVER BRIDGE SECTION

PROJECT NO. F-43(4)

Former		Present			Length	
Section	Type Code	Type Code	Bdwy Width	Sta. to Sta.	Former	Present
A(1)	350	9231	20	726+70.6 to 759+52.7	.660	.621
A(1)	350	9231	48	761+30.3 to 774+20.5	.207	.244
		x021		759+52.7 to 761+31.3	———	.034
					0.867	0.899

CROOKED RIVER BRIDGE

PROJECT NO. F-43(4)

All necessary rights of way have been acquired for this project.

R.H. BALDOCK
State Highway Engineer

By

S.E. Probert
Office Engineer

December 9, 1947

RECEIVED
JAN 27 1948
FOR FILING
F-43 (4)

January 22, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 20, 1948 on Contract No. 2962, Crooked River Section, in connection with Federal Aid Project No. F-43 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

DHP:ga

RECEIVED
JAN 20 1948
FOR FILING

F-43 (4)

January 20, 1948

Mr. Vernie Jarl
Box 254
Gresham
Oregon

Dear Sir:

We enclose herewith fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 2958, covering Halfway-Cornucopia Section of the Halfway-Cornucopia Secondary Highway in Baker County, awarded December 30, 1947.

Contract No. 2962, covering the Crooked River Section of the Ochoco Highway in Crook County, awarded December 31, 1947.

Executed copies of these contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encls. 2

RECEIVED
MAR 9 1948
FOR FILING

E-43(E)

2962

December 31, 1947

Mr. Vernie Jarl
438 S. Roberts Avenue
Cresham, Oregon

Dear Mr. Jarl:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and oil mat surfacing on the Crooked River Section of the Ochoco Highway, in Crook County. This award was based on your low bid of $55,712 submitted on December 29, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary, Acting
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

NOTED
H. B. GLAISYER

Charge the account of

$

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1906

JOSEPH L. EGAN
PRESIDENT

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
December 31, 1947
3:20 p.m.

Vernie Jarl
438 S. Roberts Ave.
Gresham, Oregon

State Highway Commission awarded you today contract for Crooked River Section of the Cohoco Highway, Crook County, based on your low bid submitted December 29, 1947. Contract forms follow shortly.

Floyd Query, Acting Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
DEC 30 1947
FOR FILING

F-43(4)

#220 W

December 26, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

With reference to your letter of December 12, 1947, regarding the channelization at Prineville on Oregon Federal Aid Project F-43(4), Crooked River Section of the Cabcee Highway, I am attaching a map showing the through traffic volumes on the various roadways. These do not include traffic to the Prineville Grade School which consists of a number of vehicles.

The major portion of the channelization has already been constructed in connection with the Madras-Prineville Secondary Highway. It is necessary to complete the work on the Cabcee Highway to make both sections function properly. As soon as the Warm Springs cutoff is completed it is felt that the traffic on the Madras-Prineville Secondary will increase materially.

While it is admitted that the amount of traffic at the present time may not justify this channelization, we do feel certain that increased traffic will soon make the channelization advisable and we have found, from past experience, that the time to properly design a highway is at its time of construction. We believe this channelization to be essential and will appreciate your concurrence in the plan.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Assistant State Highway Engineer

MCW/de

cc - H. G. Smith

ASSIGNMENT No. 288
RCW

DESCRIPTION: Let. 12/17/47 from T.M.Davis, PRA, re advertising of Oregon Federal Aid Project F-43(A), Crooked River Sec., Cahoee, Hwy.

DATE: 12/19/47 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ Check with Crandall - This should be expedited so award of contract need not be delayed.

REPORT RECEIVED: 12-24-47 /a

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

December 17, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of December 12, 1947 authorizing the advertising of Oregon Federal Aid Project F-43(4), the Crooked River Section of the Ochoco Highway.

With regard to the channelization at the junction of this project with the Madras - Prineville Secondary Highway, on September 30, 1946 we wrote you requesting information as to the necessity for construction on the rather elaborate layout proposed in conjunction with Project S-61(8). This question has again been raised and we would appreciate a reply to our letter of September 30, 1946 justifying the channelization proposed. In addition, the data should include traffic volumes to use the various roadways at this intersection.

We anticipate withholding concurrence in award pending receipt of the requested justification.

Very truly yours,

T. M. DAVIS
District Engineer.

W. C. WILLIAMS

DEC 13 1947

RECEIVED
DEC 19 1947
OREGON
STATE HIGHWAY COMMISSION

F-43(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

December 15, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of December 5 requesting consent to the State furnishing some 270 cubic yards of 4-1/2" - 2" crushed rock for use on Oregon F-43(4), the Crooked River Project. You are advised that the use of this State furnished material on this project is approved.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
DEC 16 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1947
FOR FILING.

F-43(4)

December 5, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In connection with the Crooked River Project, F-43 (4), we desire to use 270 cubic yards of 4½" - 2" crushed rock which we have on hand nearby and for which we have no other use.

Your consent is requested to our furnishing this material to the contractor, without cost, for use in the rock base.

The rock was produced in 1940 from a quarry at M.P. 12.3 of the Cohoes Highway, which quarry is being specified as an acceptable source of rock for the new project. We can assure you that the rock is of a quality which will meet the usual requirements of rock for rock base.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

19-8303 Silver Lake-Harvey Creek Rock 1947
Prod., Fremont Hwy.
#2963

RECEIVED
JUN 24 1949
FOR FILING

FORM S-20 1001 6-40 20459

12-8303

2963

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

June 24, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	9725	2963	5 Final	F. L. Somers	831.97	353018	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

I have your acceptance notice on file; also notice of time extension without penalty.

mmw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

NOTED ON CARD
6-24-49

Approved _____
Secretary

RECEIVED
MAY 20
FOR FILING

19-8303

2763

May 19, 1949

Mr. F. L. Somers
General Contractor
1111 Wilmot Street
Klamath Falls, Oregon

Dear Sir:

Reference is made to your letter of April 22, addressed to Mr. W. E. Chandler, requesting payment for 700 cubic yards of 3" - 1" rock produced in excess on Contract No. 2263 at Summer Lake, Oregon.

I am advised by the resident and division engineers that you elected to produce this rock at the reject price of $0.25 per cubic yard in lieu of changing your screens to obtain a more equitable distribution of material, and that this rock is piled with and mixed with other reject rock and not segregated as to size. In view of the fact that you elected to produce this rock as reject material rather than change your screens and due to the fact that it is piled with other rock without any special care, we do not feel the material is worth more than the $0.25 per cubic yard which has been allowed you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. C. Smith
Mr. W. E. Chandler
Mr. J. S. Sawyer

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Lakeview, Oregon
May 6, 1949

SUBJECT:

RECEIVED
MAY 9 - 1949
ENGINEER

To:

Mr. W.E. Chandler
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

Dear Sir:

In regard to letter from Mr. F.L. Somers requesting that he be paid for an additional 700 cubic yards of ½"-¼" oil rock stockpiled at M.P. 66.6 on the Fremont Highway, on Contract Number 2963, I believe his claim is unjustified completely.

There is a stockpile of material at this location, the cross sectioned amount of the pile is 769.14 cubic yards. It became apparent early on the project that there would be an excess of both ½"-¼" and ¼"-0" material, this matter was brought to the attention of both Mr. Somers and his plant Superintendent and the suggestion made that screens be changed so as to allow all over-size in ½"-¼" material to be incorporated in the 3/4"-½" size. At that time the contractor did not feel it worth the price of new screens and the delay involved to make a change in screens if the additional ½"-¼" material produced would be paid for at the reject price of $0.25 per cubic yard. As a result an extra pile for reject material was staked near the plant which was set up at M.P. 66.6 and the additional ½"-¼" material was placed in the pile.

All ½"-¼" material produced over ~~the above~~ and above the regular stockpiles staked on the project was placed in this reject pile.

The reject pile at present contains approximately the following material: 40 cubic yards of 3/4-1/2 rock rejected because of dirt and under-size, 360 cubic yards of ½"-¼" rock rejected because it contained approximately 26% over-size, 20 cubic yards of ¼"-0" material placed in the pile by truck driver in error, and 349.14 cubic yards of ½"-¼" rock rejected because it was over the contract amount for this size of material.

The contractor was informed that he need not slope this reject pile with care as was required on the regular stockpiles. He was fully aware that the pile was to be purchased as reject material at $0.25 per cubic yard.

He was at liberty at any time to re-run any of the rejected material thru the plant for proper screening. He has received payment for 769.14 cubic yards at $0.25 ($192.29)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

.....

.....(Cont't).....

SUBJECT:

To:

I can see no reason why he should receive any further payment. The total amount of screen rejects purchased on this project was 4,000 cubic yards as authorized. 769.14 cubic yards designated as ½"-¼" rejects.
890.12 cubic yards designated as ¼"-0" rejects. 2,340.74 cubic yards of ½"-0" scalping screen material.

Very truly yours,

J.S. Sawyer

J.S. Sawyer
Res. Engr.

5/9/49
Mr. H. G. Smith: The original letter from F. L. Somers is attached herewith. It is my recommendation that no further payment should be made to the contractor.

Wm. E. Chaddick

F. L. SOMERS

GENERAL CONTRACTOR

1111 Walnut ★ TELEPHONE 7036

KLAMATH FALLS, OREGON

April 22, 1949

Oregon State Highway Dept.
Division Engineer
Bend, Oregon

RECEIVED
APR 25 1949
STATE OF
DIVISION OF ENGINEER

Attention: Mr. W. E. Chandler

Dear Sir:

This is to remind you of our conversation regarding ½"-¼" rock produced on our Oregon State Highway contract #2963 at Summer Lake, Oregon. According to our records we produced and stock piled at stock pile site C (mile point 66.6) 1250 cubic yards of ½"-¼" rock, and on our final estimate we were paid for 514 cubic yard of ½"-¼" rock at this pile site.

It is my opinion this 700 cubic yards of ½"-¼" rock is of great value to the state at this time, and I feel that we should be paid our contract price for it.

I am holding our final estimate voucher on this contract until I hear further from you on this matter.

Very truly yours,

F. L. SOMERS, CONTRACTOR

F. L. Somers

FS:lf

NOTED
J R

cc: J.S. Sawyer
Resident Engineer
Oregon State Highway Dept.
Lakeview, Oregon

R. H. Baldock

19-8303

2963

RECEIVED
JAN 26
FOR FILING January 14th, 1949

FINAL COST ANALYSIS

Silver Lake-Harvey Creek Section — Fremont Highway
Contract #2963 — Prefix 19-8303

Rock Production
F. L. Somers, Contractor
J. S. Sawyer, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1/2" Cr. Gravel in S.P.	5,237.3	Cu. Yd.	$2.41	$2.65	$12,614.53	$13,878.85
1/2"-1/4" " " " "	2,756.2	" "	2.41	2.65	6,628.56	7,303.93
1/4"-0" " " " "	2,000.0	" "	2.41	2.65	4,817.19	5,300.00
S.P. Screen Rejects	4,000.00	" "	0.25	0.25	1,000.00	1,000.00
S.P. Haul Adjustment, Favor of Contractor	2,565.3	Yd. Mi.	0.11	0.12	287.13	307.84
					$25,347.41	$27,790.62

Gross Revenue	$27,790.62
Total Cost	25,347.41
Net Profit	$2,443.21

Net Profit Equals 8.8% of Gross Revenue

Detail of Cost

Labor:

Labor, Including Supervision	$11,078.15	
State Industrial Accident Insurance	373.89	
Social Security	110.78	
Unemployment Insurance	299.11	
		$11,861.93

Equipment Rental & Miscellaneous:

Equipment Rental	$6,771.60	
Rented Equipment	1,125.00	
Gas, Oil & Grease	3,322.36	
Freight	21.98	
Lumber	89.45	
P.U.C. Fees	386.70	
Small Tools & Miscellaneous	526.24	
Bond	208.43	
Home Office & General Overhead	833.72	
		13,485.48

Total Cost $25,347.41

Breakdown of Costs

	Cost	Amount	Unit Cost
Move In & Set Up	$3,895.22	9,993.5 Cu. Yd.	$0.390
Load to Crusher	3,632.74	" " "	0.363
Crush	8,805.92	" " "	0.881
Haul to Stockpile	7,401.04	" " "	0.740
Stockpile	325.36	" " "	0.032
			$2.406

Cost of Crushed Gravel in Bunker	$1.634
Haul to Stockpile	0.740
Stockpile	0.032
	$2.406

Remarks:

This was a "State Project" calling for the crushing and stockpiling of approximately 10,000 cubic yards of crushed gravel. The project was bid and awarded December 30th, 1947, and was bid in conjunction with the Harvey Creek-Chewaucan River crushing project. The contractor moved onto the project from the Chewaucan job July 24th, 1948, finished setting up and commenced crushing August 24th, and completed the project October 12th, 1948.

The same crushing plant was used consisting of a 24" x 36" jaw crusher, 3' Telesmith recrusher, 3' x 10' scalper, 4' x 12' three-deck separation screen, 3-compartment steel bin, small feeder, two 130 horse power diesel engines, small generator unit and necessary conveyors as required. Material was pushed to the plant with a TD-9 tractor and dozer and loaded into feeder with a ½ cubic yard shovel equipped with a dragline bucket. Materials were hauled to stockpile by six 5 cubic yard trucks.

As in the case of the Chewaucan project the plant was not suited for crushing the materials from the designated pit. At least 90% of the material passed through the opening of the jaw crusher and was handled by the recrusher. Good yardage of 33.6 cubic yards per hour was averaged by the plant considering the fact that the bulk of the material was crushed by a single crusher.

Weather conditions were good but small breakdowns resulted in a 20% loss in work hours for the elapsed time of the project. Setting up time was costly as almost five weeks were required to move and set up.

This project was well handled, the contractor was more familiar with the work than on the Chewaucan project, the pit contained less waste material, and a better profit was shown than on the preceding contract.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
JAN 12 1949
FOR FILING

11-830

2963

January 12, 1949

American Surety Co. of New York
David A. Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway Contract No. 2963, for rock production on the Silver Lake-Harvey Creek Section of the Fremont Highway in Lake County, has been completed by the contractor, F. L. Somers, and that final payment in the amount of $831.97 will be made on or after January 22, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $27,790.62, and that no force account work was performed therein. The above contract was completed October 12 and accepted by the Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Surety Co. of New York
Wm. F. McKibbin, Agent
511 East Main St.
Klamath Falls, Oregon

NOTED ON CARD

1-12-49 gl

RECEIVED
DEC 28 1948
FOR FILING

179303

2963

December 27, 1948

American Surety Co. of New York
David A. Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F.L. Somers, on contract No. 2963, covering Silver Lake-Harvey Cr. Section in Lake County. This payment, in the amount of $2,900.15, will be made on or after January 7, 1949. The retained percentage is $833.77.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts due or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - American Surety Co. of New York
100 Broadway
New York, 5, N.Y.

American Surety Co. of New York
Wm. P. McKibbin, Agent
511 East Main St.
Klamath Falls, Oregon

NOTED ON CARD
12-27-48 gl

RECEIVED
DEC 1 1948
FOR FILING

19-8303
1963

November 30, 1948

Mr. F. L. Somers
505 Market St.
Klamath Falls, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 30 days, from September 30 to October 30, 1948, within which to complete your contract No. 2961 covering rock production on the Silver Lake-Harvey Creek Section of the Fremont Highway in Lake County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

pl

cc: Wm. E. Chandler,
Division Engineer

E. O. Smith

NOTED ON CARD
11-30-48 gR

RECEIVED
OCT 22 1948
FOR FILING

19-8303

#2963

October 19, 1948

Oregon State Highway Commission

Request for extension of time
No. 11
November 3 and 4 working

Gentlemen:

Herewith a request from Mr. F. L. Somers for an extension of time from September 30, 1948 to October 30, 1948, on Contract No. 2963, Silver Lake-Sherwin Creek Rock Production Project on the Fremont Highway.

Due to extremely wet weather during the latter part of September, and a traffic accident which hospitalized the contractor's foreman, the contractor was unable to complete within the time limit. The State has suffered no inconvenience from the failure to complete this project, and I would recommend that it be extended without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
FEB 2 1948
FOR FILING

19-8303

January 26, 1948

Mr. F. L. Somers
805 Market St.
Klamath Falls
Oregon

Dear Sir:

We enclose herewith a fully executed copy each of two contracts, which were awarded to you on January 2, 1948 by the State Highway Commission, as follows:

Contract No. 296j, covering the Silver Lake-Harvey Creek Section of the Fremont Highway in Lake County.

Contract No. 296k, covering the Harvey Creek-Chemuseem River Section of the Fremont Highway in Lake County.

These copies are for your files.

Executed copies of the contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAR 9 1948
FILING

19-8303
2963

January 8, 1948

Mr. F. L. Somers
805 Market Street
Klamath Falls, Oregon

2 jobs

Dear Mr. Somers:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for the Silver Lake-Harvey Creek and Harvey Creek-Chemult River Bank Protection Projects on the Fremont Highway, in Lake County. This award was based on your combination bid of $53,000 submitted on December 30, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
B u i l d i n g

Filed

DESIRED
CABLE
ORDINARY
DAY LETTER
URGENT RATE
SERIAL
DEFERRED
NIGHT LETTER
NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

JOSEPH L. EGAN
PRESIDENT

1206

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 2, 1948
3:05 p.m.

F. L. Somers
805 Market Street
Klamath Falls, Oregon

State Highway Commission awarded you today contracts for Silver Lake-Harvey Creek and Harvey Creek-Chewaucan River Rock Production Projects on the Fremont Highway, in Lake County, based on your combination bid of $53,000, submitted December 30, 1947. Contract forms follow shortly.

Floyd Query, Acting Secretary
OREGON STATE HIGHWAY COMMISSION

cc

19-8304 Harvey Cr.-Chewaucan River 1947
Prod., Fremont Hwy.
#2964

R. H. Baldoc.

RECEIVED
JAN 26
FOR FILING

FINAL COST ANALYSIS

Harvey Creek-Chewaucan River Section
Contract ~~#2964~~
19-B-304
2964

Rock Production
F. L. Somers, Contractor
J. S. Sawyer, Resident Engineer

Fremont Highway
Prefix 19-8304

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1/2" Cr. Gravel in S.P.	5,329.9	Cu. Yd.	$2.56	$2.65	$13,641.24	$14,124.24
1/2"-1/4" " " " "	2,745.5	" "	2.56	2.65	7,026.78	7,275.58
1/4"-0" " " " "	2,018.9	" "	2.56	2.65	5,167.14	5,350.09
S.P. Screen Rejects	2,344.8	" "	0.25	0.25	586.20	586.20
S.P. Haul Adj., Favor of Contractor	4,109.4	Yd. Mi.	0.12	0.12	493.13	493.13
					$26,914.49	$27,829.24

Gross Revenue	$27,829.24
Total Cost	26,914.49
Net Profit	$914.75

Net Profit Equals 3.3% of Gross Revenue

NOTED

Compliments
Hellas Cl[illegible]
5-1-80

Harvey Creek-Chewaucan River

Detail of Cost

Labor:

Labor, Including Supervision	$9,751.39	
State Industrial Accident Insurance	292.54	
Social Security	97.51	
Unemployment Insurance	271.44	
		$10,412.88

Equipment Rental & Miscellaneous:

Equipment Rental	$8,150.00	
Hired Trucks	2,488.83	
Gas, Oil & Grease	3,143.74	
Freight	171.03	
Lumber	98.18	
Small Tools & Miscellaneous	1,377.89	
P.U.C. Fees	28.34	
Bond	208.72	
Home Office & General Overhead	834.88	
		15,301.61

Total Cost $26,914.49

Remarks:

This was a "State Project" calling for the crushing, hauling and stockpiling of 10,000 cubic yards of crushed gravel. The project was bid and awarded December 30th, 1947; the contractor started moving in and setting up February 23rd, 1948; crushing was started March 30th, and the project was completed July 9th, 1948.

A two-crusher plant was erected by the contractor for the crushing, consisting of a 24" x 36" jaw crusher, a three-foot Telesmith cone crusher, a 3' x 10' scalper screen, a 4' x 12' three-deck separation screen, new 3-compartment steel bin, small feeder, two 130 horse power diesel engines, small generator unit and necessary conveyors as required. Material was pushed to the plant with a TD-9 tractor and dozer and loaded to the feeder with a ½ cubic yard shovel equipped with dragline bucket. Materials were hauled to stockpiles partly by company-owned trucks and partly by hired trucks operating on an hourly basis.

The plant used by the contractor was totally unsuited for the crushing of the materials from the pit used. The large jaw crusher was entirely superfluous as at least 95% of the material crushed passed through the jaw opening and was handled by the cone crusher entirely. This resulted in the plant being, for all practical purposes, a one-crusher plant and allowed only a low possible output.

Inclement weather also slowed production for the project. Of a total of 700 hours elapsed time 275 hours was down time caused almost entirely by inclement weather.

This project was well handled but wrong equipment and bad spring weather slowed production and allowed only a slight profit for the job.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
DEC 2 1948
FOR FILING

19-8304

2764

December 2, 1948

American Surety Co.of New York
David A. Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway contract No.2264 for work on the Harvey Creek-Chewaucan River Section of Fremont Highway, in Lake County, has been completed by the contractor, F. L. Somers, and that final payment in the amount of $635.14 will be made on or after December 13, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $27,829.24, and that no force account work was performed therein. The above contract was completed July 26 and accepted by the Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. F. McKibbin
511 East Main St.
Klamath Falls, Oregon

American Surety Co.of New York
100 Broadway
New York 5, N. Y.

NOTED ON CARD
12-2-48 gl

RECEIVED
OCT 18 1948
FOR FILING

19-8304

#2964

October 15, 1948

American Surety Co.of New York
David A. Lewis, Asst. Manager
725 Yeon Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to F. L. Somers, on contract No. 2964, covering rock production on the Harvey Creek-Chewaucan River Section of the Fremont Highway in Lake County. This payment, in the amount of $2,373.10, will be made on or after October 25, 1948. The retained percentage is $833.87.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Surety Co.of New York
100 Broadway
New York 5, N. Y.

William F. McKibbin
511 East Main St.
Klamath Falls, Oregon

NOTED ON CARD
10-15-48 gl

Form B-1—825—1-48 19-8304

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 10, 1948

Section Harvey Creek - Chewaucan River
Highway Fremont
Contractor F.L. Somers
Date of contract January 2, 1948
Date work started February 23, 1948
Amount of contract . . . . . $ 26,500.00
Estimated cost of completed project, exclusive of engineering . . . . . $ 29,120.00
Per cent of contract completed, based on total contract price . . . . . 100 %
Engineering cost to date $ 1425.57, 84.8 %

Kind of work Rock Production
Section prefix 19-8304
Contract number 2964
Date of completion July 31, 1948
Estimated date of completion May 31, 1948
Per cent of time elapsed 90.0 %
Date project was completed July 9, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work was done on this project during the week by the survey party.

Contractor has completed project.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

RECEIVED
JUL 1 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed J. O. Sawyer
Address Lakeview, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			30.0		
Miles partially completed					
Miles completed					
Total estimated quantities			10,000		
Estimated quantities moved or placed to date			10,000		
Average daily quantities			0		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			4		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Klamath COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3					1	4
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	2						
Men and tractors	1						

Equipment used during week: Shovels ....1...., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....1...., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair	0	
Tuesday	Fair	0	
Wednesday	Fair	0	
Thursday	Fair	6	6 hours delay due to machine trouble.
Friday	Fair	0	
Saturday	Fair		

RECEIVED
JAN 28 1948
FOR FILING

19-8304

January 26, 1948

Mr. F. L. Somers
805 Market St.
Klamath Falls
Oregon

Dear Sir:

We enclose herewith a fully executed copy each of two contracts, which were awarded to you on January 2, 1948 by the State Highway Commission, as follows:

Contract No. 2963, covering the Silver Lake-Harvey Creek Section of the Fremont Highway in Lake County.

Contract No. 2964, covering the Harvey Creek-Chewaucan River Section of the Fremont Highway in Lake County.

These copies are for your files.

Executed copies of the contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

RECEIVED
MAR 8 1948
FOR FILING

19-8304
2964

COPY

January 2, 1948

Mr. F.L. Somers
805 Market Street
Klamath Falls, Oregon

Dear Mr. Somers:

Comfirming my telegram to you of this date, the State Highway Commission has today awarded to you the contracts for the Silver Lake-Harvey Creek and Harvey Creek-Chewaucan River Rock Production Projects on the Fremont Highway, in Lake County. This award was based on your combination bid of $53,000 submitted on December 30, 1947.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Acting Secretary
OREGON STATE HIGHWAY COMMISSION

eo
Enc.

cc - Mr. H.G. Smith
Mr. S.H. Probert
Goldie Lewis

Mr. L.R. White
Assistant Commissioner
Industrial Accident Commission
B u i l d i n g

S-211(2) Adrian-Homedale Sec., Nyssa-Adrian Hwy. 1948

#2965

NOTE

All correspondence on the Adrian-Homedale
Section of the Nyssa-Adrian Highway,
File number S-211(2) & SG-211(3)
will be filed with File number S-211(2).

RECEIVED
OCT 30 1951
FOR FILING
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 2, 1950

S-211 (2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-211(2)
Adrian-Homedale Section

Dear Sir:

We are forwarding herewith for your files an executed copy of the modification of agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer,

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon [illegible]eral Aid [illegible]econdary Project No. [illegible]211(2) WA8pr 7563

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 4, 1948, by the Oregon State Highway Commission and on behalf of the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-211(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $107,500.00 to $111,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated, and that the project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred eleven thousand and 00/100 dollars ($111,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event

exceed the sum of one hundred eleven thousand, and 00/100 dollars ($111,000.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-nine thousand one hundred fifty-three and 48/100 dollars ($179,153.48), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on September 25, 1950.

Attest

SECRETARY

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U.S. Bureau of Public Roads

Oregon Federal Aid Secondary Project No. S-211(2).

RECEIVED
SEP 1 - 1950
FOR FILING

S H-211(3)

September 11, 1950

Mr. T. H. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Oregon Project S-211 (3)
Adrian Underpass

This is in reply to your letter dated August 17.

We have checked with our resident engineer for the underpass, and he states that operations were made by himself and the railroad company's representative. The 10 55-foot and 40 35-foot untreated piling were not considered worth the cost of salvaging. The 32 12" x 12", 3-foot long, and 16 8" x 8", 3-foot long, timbers had no salvage value. All new lumber was appraised at the value of 75 per cent of its cost. All second-hand material was appraised at a value of about 50 per cent of the amount charged to the job.

I believe this answers your questions. If not, we will make further investigation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

V. G. Williams
Assistant State Highway Engineer

VGW:MH
cc: U. S. Bureau

ASSIGNMENT

No. 2/12 Inv

[illegible] 18, 1950

By [illegible]

Description: T. M. Davis' letter of August 17 regarding progress voucher No. 2 for Oregon Project SS-211(3), the Adrian Underpass

Acknowledged by _____ Referred to Parsons

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
☒ Please prepare for Williams signature

Assignment executed 9-12-50 Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 17, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

NOTED
W. C. WILLIAMS

Reference is made to progress voucher No. 2 for Oregon project SO-211(3), the Adrian Underpass.

This voucher was submitted for the purpose of auditing the Union Pacific Railway bill. In connection with this audit we note that a considerable amount is cited as additional credit required for material recovered from the temporary false work structure. The company's bill indicated no credit was allowed for the piling or for some of the short lengths of heavy timber also two items of hardware listed by the railroad as scrap, all used in the temporary structure. It is also indicated the auditor could find no evidence that the salvage value had been established by appraisal in accordance with General Administrative Memorandum No. 299.

Since G.A.M. No. 299 Section IX-D requires that the appraisals of values shall be made and recorded by representatives of the Railroad Company and the State we would appreciate information as to what action was taken by the State in this regard and advice as to what values were established.

The payment of this voucher is being withheld and an early reply will be appreciated.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 18 1950
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
OCT 6 1950
FOR FILING
OREGON DISTRICT
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

Adrian - Hood Lake

September 11, 1950

NOTED
W. A. FILES

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of August 17th regarding progress voucher No. 2 for Oregon Project SG-211(3) the Adrian Underpass in which we requested information as to the salvage value of material used in the temporary structure.

Since the Railway Company questions the credit required for material recovered, we are withholding payment of this voucher for your reply.

Please advise regarding this matter in order that we may submit our report.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

NOTED
FILES
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SEP 12 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 30 195
FOR FILING

8 - 211 (2)

August 24, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement for the Adrian-Homedale Section, Project No. S-211 (2) which estimate has been corrected in accordance with the request contained in your letter of August 17, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (2)

ADRIAN-HOPEDALE SECTION OF THE
BROGA-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, August 23, 1950

Code Type No. 3210

All Required		Clearing and Grubbing		$ 1,500.00
1,000	cu. yds.	Structural Excavation, Unclassified	$ 2.25	2,250.00
440	cu. yds.	Trench Excavation, Unclassified	1.50	660.00
159,000	cu. yds.	General Excavation, Unclassified	0.22	34,980.00
328,000	yd. sta.	Short Overhaul	0.015	4,920.00
5,500	C-yd. sta.	Long Overhaul	0.50	2,750.00
10.13	miles	Finishing Roadbed and Slopes	200.00	2,026.00
8,840	lin. ft.	Rounding Cutbanks	0.07	618.80
90	lin. ft.	12" Corrugated Metal Pipe	2.20	198.00
30	lin. ft.	18" Corrugated Metal Pipe	3.30	99.00
30	lin. ft.	24" Corrugated Metal Pipe	5.00	150.00
24	lin. ft.	30" Corrugated Metal Pipe	6.00	144.00
160	lin. ft.	36" Corrugated Metal Pipe	10.00	1,600.00
10	lin. ft.	48" Corrugated Metal Pipe	15.00	150.00
80	lin. ft.	60" Corrugated Metal Pipe	22.80	1,824.00
260	lin. ft.	12" Concrete Pipe	2.25	585.00
1,800	lin. ft.	18" Concrete Pipe	3.50	6,300.00
220	lin. ft.	24" Concrete Pipe	4.50	990.00
60	lin. ft.	36" Concrete Pipe	8.25	495.00
620	lin. ft.	18" Corr. Metal Siphon Pipe	4.75	2,945.00
24	cu. yds.	Concrete End Basins	70.00	1,680.00
570	lin. ft.	Salvaging Culvert Pipe	2.00	1,140.00
38	cu. yds.	Class "A" Concrete in Box Culverts	65.00	2,470.00
5,300	lbs.	Metal Reinforcement in Box Culverts	0.12	636.00
39,000	cu. yds.	Gravel in Base	0.80	31,200.00
10,500	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	23,625.00
2,800	M-gals.	Sprinkling	1.50	4,200.00
10.13	miles	Preparation of Base	200.00	2,026.00
4,000	cu. yds.	Furnishing and Placing Aggregates	3.25	13,000.00
290	tons	Furnishing and Placing 151-200 Asphalt	42.00	12,180.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	42.50	5,525.00
			Subtotal	$162,866.80
			10% Engr. & Cont.	16,286.68
			Total	$179,153.48

Length of Roadway	10.128 miles
Length of 2 Bridges (Exception)	.017 mile
Total Length	10.145 miles
Cost per mile, Roadway	$17,688.92

Federal Secondary Funds	$111,000.00
State Funds	68,153.48
	$179,153.48

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

August 23, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous program)

July 22, 1946
(Date of approval)

COUNTY Malheur

Route No. FAS 518

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
ITEM AS NOW PROGRAMED	46	S-211 (2)	Adrian to Idaho State Line	Survey-Plans					Gr., Dr., 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	179,153	107,500	71,653	10.128	
				TOTAL	179,153	107,500	71,653	10.128	
REQUESTED REVISION	46	S-211 (2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	179,153	111,000	68,153	10.128	
				TOTAL	179,153	111,000	68,153	10.128	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Increase set up of Federal funds to more nearly represent permissitle pro rata share

Date August 23, 1950

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: _____ _____
(District Engineer) (Date)

Recommended: _____ _____
(Division Engineer) (Date)

Approved: _____ _____
(Acting Commissioner) (Date)

U.S. GOVERNMENT PRINTING OFFICE 16—61088-1

RECEIVED
JUN 30 1951
FOR FILING

S-211(2)

August 11, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of program change form for the Adrian-Nyssa Section, Project No. S-211 (2), in which estimate we are requesting the Federal funds be increased to more nearly represent the permissible pro rata share.

Very truly yours,

H. E. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:GP

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (2)

ADRIAN-HOMEDALE SECTION OF THE

NYSSA-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, August 2, 1950

Code Item No. 3210

All Required		Clearing and Grubbing		$ 1,500.00
1,000	cu. yds.	Structural Excavation, Unclassified	$2.25	2,250.00
440	cu. yds.	Trench Excavation, Unclassified	1.50	660.00
159,000	cu. yds.	General Excavation, Unclassified	0.22	34,980.00
328,000	yd. sta.	Short Overhaul	0.015	4,920.00
5,500	C-yd. sta.	Long Overhaul	0.50	2,750.00
10.13	miles	Finishing Roadbed and Slopes	200.00	2,026.00
8,840	lin. ft.	Rounding Cutbanks	0.07	618.80
90	lin. ft.	12" Corrugated Metal Pipe	2.20	198.00
30	lin. ft.	18" Corrugated Metal Pipe	3.30	99.00
30	lin. ft.	24" Corrugated Metal Pipe	5.00	150.00
24	lin. ft.	30" Corrugated Metal Pipe	6.00	144.00
160	lin. ft.	36" Corrugated Metal Pipe	10.00	1,600.00
10	lin. ft.	48" Corrugated Metal Pipe	15.00	150.00
80	lin. ft.	60" Corrugated Metal Pipe	22.80	1,824.00
260	lin. ft.	12" Concrete Pipe	2.25	585.00
1,800	lin. ft.	18" Concrete Pipe	3.50	6,300.00
220	lin. ft.	24" Concrete Pipe	4.50	990.00
60	lin. ft.	36" Concrete Pipe	8.25	495.00
620	lin. ft.	18" Corr. Metal Siphon Pipe	4.75	2,945.00
24	cu. yds.	Concrete End Basins	70.00	1,680.00
570	lin. ft.	Salvaging Culvert Pipe	2.00	1,140.00
38	cu. yds.	Class "A" Concrete in Box Culverts	65.00	2,470.00
5,300	lbs.	Metal Reinforcement in Box Culverts	0.12	636.00
39,000	cu. yds.	Gravel in Base	0.80	31,200.00
10,500	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	23,625.00
2,800	M-gals.	Sprinkling	1.50	4,200.00
10.13	miles	Preparation of Base	200.00	2,026.00
4,000	cu. yds.	Furnishing and Placing Aggregates	3.25	13,000.00
290	tons	Furnishing and Placing 151-200 Asphalt	42.00	12,180.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	42.50	5,525.00
			Subtotal	$162,866.80
			10% Engr. & Cont.	16,286.68
			Total	$179,153.48

Length of Roadway	10.128 miles
Length of 2 Bridges (Exception)	.017 mile
Total Length	10.145 miles
Cost per mile, Roadway	$17,688.92

Federal Secondary Funds	$122,300.00
State Funds	56,853.48
	$179,153.48

State Funds for Construction: Chap. 173, Laws 1917; Chap. 31, Laws 1929; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

(8)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (2)

ADRIAN-JAMIESON SECTION OF THE

NYSSA-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.) modified

Salem, Oregon, ~~April 30, 1948~~ Aug 1950

Code Type No. 3210

All Required		Clearing and Grubbing			$ 1,500.00
1,000	cu. yds.	Structural Excavation, Unclassified		$ 2.25	2,250.00
440	cu. yds.	Trench Excavation, Unclassified		1.50	660.00
159,000	cu. yds.	General Excavation, Unclassified		0.22	34,980.00
328,000	yd. stas.	Short Overhaul		0.015	4,920.00
5,500	C-yd. stas.	Long Overhaul		0.50	2,750.00
10.13	miles	Finishing Roadbed and Slopes		200.00	2,026.00
8,840	lin. ft.	Rounding Cutbanks		0.07	618.80
90	lin. ft.	12" Corrugated Metal Pipe		2.20	198.00
30	lin. ft.	18" Corrugated Metal Pipe		3.30	99.00
30	lin. ft.	24" Corrugated Metal Pipe		5.00	150.00
24	lin. ft.	30" Corrugated Metal Pipe		6.00	144.00
160	lin. ft.	36" Corrugated Metal Pipe		10.00	1,600.00
10	lin. ft.	48" Corrugated Metal Pipe		15.00	150.00
80	lin. ft.	60" Corrugated Metal Pipe		22.80	1,824.00
260	lin. ft.	12" Concrete Pipe		2.25	585.00
1,800	lin. ft.	18" Concrete Pipe		3.50	6,300.00
220	lin. ft.	24" Concrete Pipe		4.50	990.00
60	lin. ft.	36" Concrete Pipe		8.25	495.00
620	lin. ft.	18" Corr. Metal Siphon Pipe		4.75	2,945.00
24	cu. yds.	Concrete End Basins		70.00	1,680.00
570	lin. ft.	Salvaging Culvert Pipe		2.00	1,140.00
38	cu. yds.	Class "A" Concrete in Box Culverts		65.00	2,470.00
5,300	lbs.	Metal Reinforcement in Box Culverts		0.12	636.00
39,000	cu. yds.	Gravel in Base		0.80	31,200.00
10,500	cu. yds.	3/4" - 0" Material in Leveling Course		2.25	23,625.00
2,800	M-gals.	Sprinkling		1.50	4,200.00
10.13	miles	Preparation of Base		200.00	2,026.00
4,000	cu. yds.	Furnishing and Placing Aggregates		3.25	13,000.00
290	tons	Furnishing and Placing 151-200 Asphalt		42.00	12,180.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt		42.50	5,525.00
			Subtotal		$162,866.80
			10% Engr. & Cont.		16,286.68
			Total		$179,153.48

Length of Roadway	10.128 miles
Length of 2 Bridges (Exception)	.017 mile
Total Length	10.145 miles
Cost per mile, Roadway	$17,688.92

Federal Secondary Funds- - - -

MEMO TO: BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

August 9, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) Postwar Federal Aid Secondary Highway Program (Previous program) July 22, 1946 (Date of approval)

COUNTY Malheur Route No. FAS 518

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
ITEM AS NOW PROGRAMED	46	S-211 (2)	Adrian to Idaho State Line	Survey-Plans					Gr., Dr., 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	179,153	107,500	71,653	10.128	
				TOTAL	179,153	107,500	71,653	10.128	
REQUESTED REVISION	46	S-211 (2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	179,153	122,300	56,853	10.128	
				TOTAL	179,153	122,300	56,853	10.128	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Increase set up of Federal funds to more nearly represent permissible pro rata share

Date August 9, 1950

By R. H. Baldock
(State Highway Engineer)

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61668-1

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APR 21 1949
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April 4th, 1949

Prefix 123-1040-201(46)
Nyssa-Adrian Highway

FINAL COST ANALYSIS
Regrade, Surface, Oil, Structures and Scotkpile Material
J. A. Terteling & Sons, Contractor
L. C. Johnson, Resident Engineer

Contract #2965
Adrian-Homedale Highway

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clear & Grub		All	$	$	$1,339.14	$1,500.00
Struct. Excav., Unclass.	1,762.91	Cu. Yd.	0.51	2.25	898.56	3,966.55
Trench " "	583	" "	0.44	1.50	254.14	874.50
Gen'l. " "	153,528.8	" "	0.25	0.22	38,683.15	33,776.34
Short Overhaul	297,590.2	Yd. Sta.	0.015	0.015	4,443.72	4,463.85
Long "	6,507.9	C-Yd. Sta.	0.50	0.50	3,252.79	3,253.95
Finishing R/B & Slopes	10.13	Mile	402.93	200.00	4,081.66	2,026.00
Rounding Cutbanks	3,835	Lin. Ft.	0.12	0.07	451.01	268.45
12" Corr. Metal Pipe	100	" "	2.06	2.20	206.12	330.00
18" " " "	22	" "	3.45	3.30	75.93	72.60
24" " " "	22	" "	5.03	5.00	110.62	110.00
30" " " "	22	" "	7.65	6.00	168.32	132.00
36" " " "	144	" "	9.49	10.00	1,366.37	1,440.00
48" " " "	14	" "	11.56	15.00	161.86	210.00
60" " " "	70	" "	20.60	22.80	1,442.49	1,596.00
12" Concrete Pipe	1,395	" "	1.49	2.25	2,084.63	3,138.75
18" " "	1,752	" "	2.84	3.50	4,969.37	6,132.00
24" " "	246	" "	5.50	4.50	1,353.20	1,107.00
36" " "	63	" "	8.05	8.25	506.84	519.75
18" Corr. Metal Siphon Pipe	574	" "	4.19	4.75	2,405.15	2,726.50
Concrete End Basins	51.11	Cu. Yd.	30.38	70.00	1,552.57	3,572.70
Salvaging Culvert Pipe	730	Lin. Ft.	1.14	2.00	833.45	1,460.00
Class "A" Concrete in Box Culverts	68.21	Cu. Yd.	38.20	65.00	2,605.68	4,433.65
Metal Reinf. in Box Culv.	11,431	Lb.	0.10	0.12	1,126.07	1,371.72
St. Exc. Below Subgrade	33,015	Cu. Yd.	0.88	3.50	291.27	1,155.53

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Class "A" Concrete	429.75	Cu. Yd.	$39.15	$60.00	$16,825.72	$25,785.00
Metal Reinforcement	44,604	Lb.	0.10	0.12	4,394.97	5,352.48
Structural Steel	97,112	"	0.126	0.185	12,270.54	17,965.72
Treated Lumber	4.81	M-FBM	177.20	250.00	852.36	1,202.50
Gravel in Base	41,209	Cu. Yd.	0.74	0.80	30,442.35	32,967.50
3/4"-0" Mat'l. in Leveling Course and Shoulders	8,671	" "	2.61	2.25	22,611.72	19,509.75
Sprinkling	4,916	M/Gal.	1.90	1.50	9,350.65	7,374.00
Preparation of Base	10.0	Mile	150.00	200.00	1,500.00	2,000.00
Furnish & Place Aggregates	6,895	Cu. Yd.	4.21	3.25	29,012.41	22,408.75
Furnish & Place 151-200 Asphalt	229.43	Ton	44.31	42.00	10,166.64	9,636.06
Furnish & Place RC-3 Asphalt	265.28	"	44.98	42.50	11,931.28	11,274.40
3/4"-½" Cr. Gravel in Stockpile	1,469.8	Cu. Yd.	2.61	2.00	3,833.39	2,939.60
½"-¼" Cr. Gravel in Stockpile	911.9	" "	2.61	2.00	2,378.27	1,823.80
¼"-0" Cr. Gravel in Stockpile	600	" "	2.61	2.00	1,564.64	1,200.00
PA #1, Move Telephone Poles	70	Each	6.53	10.00	457.14	700.00
PA #2, Construct Cable Anchor	100%		86.90	225.00	86.90	225.00
PA #4, 30" Concrete Culvert Pipe	57	Lin. Ft.	4.55	6.50	259.29	370.50
PA #5, 18" Concrete Siphon Pipe	270	" "	3.37	4.75	910.90	1,282.50
PA #6, Struct. Excavation	37.02	Cu. Yd.	1.28	2.25	47.50	83.30
" , Class "A" Concrete	8.65	" "	51.18	70.00	442.79	605.50
" , Lumber	1.347	M-FBM	176.36	300.00	237.56	404.10
PA #7, Wood Siphon Box Covers	20	Each	2.17	9.00	43.45	180.00
PA #8, Purchase Excess 24" Concrete Pipe	18	Lin. Ft.	2.45	2.55	44.10	45.90

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #9, Premolded Mastic Between Abutment and Wiring Walls	120	Sq. Ft.	$0.20	$0.25	$23.81	$30.00
PA #10, Furnish & Place Iron Gratings	432.4	Lb.	0.17	0.22	72.07	95.13
PA #11, Cement Adjustment, Favor of State	1.12	Bbl.	4.35			- 4.87
SP Screen Rejects in Stock-pile	87	Cu. Yd.	0.25	0.25	21.75	21.75
Force Account					1,990.32	2,096.40
					$236,436.63	$247,107.31

Gross Revenue	$247,107.31
Total Cost	236,436.63
Net Profit	$10,670.68

Net Profit Equals 4.3% of Gross Revenue

Detail of Cost

Labor:

Supervision	$14,102.92	
Labor	71,471.87	
Labor Insurance	5,462.22	
		$91,037.01

Materials:

12" Corr. Metal Pipe		100 lin. ft.	at	$1.34	$134.00
12" " " " Bands		2 each	"	1.57	3.14
18" " " "		22 lin. ft.	"	1.92	42.24
18" " " " "		2 each	"	2.77	5.54
24" " " "		22 lin. ft.	"	3.05	67.10
24" " " " "		2 each	"	3.41	6.82
30" " " "		22 lin. ft.	"	3.80	83.60
30" " " " "		3 each	"	4.18	12.54
36" " " "		144 lin. ft.	at	$5.98	861.12
36" " " " "		6 each	"	5.44	32.64
48" " " "		14 lin. ft.	"	7.95	111.30
48" " " " "		2 each	"	7.58	15.16
60" " " "		70 lin. ft.	"	12.60	882.00
60" " " " "		3 each	"	23.28	69.84
End cuts for 60" Corr. Metal Pipe		2 each	"	4.18	8.36
18" Corr. Metal Siphon Pipe		574 lin. ft.	"	2.41	1,383.34
18" Corr. Metal Siphon Pipe Bands		21 each	"	3.26	68.46
12" Concrete Pipe		1,395 lin. ft.	"	0.90	1,255.50
18" " "		1,752 " "	"	1.90	3,328.80
24" " "		264 " "	"	2.45	646.80
36" " "		63 " "	"	4.75	299.25
30" " "		57 " "	"	3.30	188.10
18" Concrete Siphon Pipe		270 lin. ft.	"	2.20	594.00
Reinforcing Steel		56,035 lb.	"	0.0643	3,603.05
Structural Steel		97,112 "	"	0.0925	8,982.86
Cement		894.5 bbl.	"	3.05	2,728.23
Metal Sheeting - All					245.00
Misc. Bridge Mat'l.					642.20
Treated Lumber		6.157 M at 139.00			856.18
Premolded plastic		120 sq. ft. at 0.1667			20.00
Iron Gratings		432.4 lb. at 0.145			62.70
					27,239.87

Equipment Rental & Miscellaneous:

Equipment Rental	$51,880.59	
Rented Equipment	5,151.13	
Gas, Oil & Grease	15,691.70	
P.U.C. Fees	321.15	
Bond	1,235.54	
Insurance	347.51	
Small Tools & Misc.	1,450.15	
Home Office & General Overhead	7,452.06	
		83,529.83

(Carried Forward) $201,806.71

(Brought Forward)	$201,806.71
Oiling Items Subcontract	34,629.92
T o t a l C o s t	$236,436.63

Remarks:

This was a "Federal Aid Secondary Project" calling for the regrading, placing of pit run gravel, placing of crushed gravel leveling course, placing of 0-9 oil mat wearing surface and incidental work on 10.13 miles of roadbed, the construction of a reinforced concrete and structural steel undercrossing, the construction of one reinforced concrete box culvert and the furnishing of 3,000 cubic yards of crushed gravel in stockpiles.

Work was started by the contractor January 20th, 1948, and the major portion of the project except for the underpass was completed by July 10th. Due to a holdup in the fabricating and shipping of the structural steel the underpass was held up and the project was not completed until October 8th, 1948.

Clearing operations were carried out with tractor and dozer, blade and hand operations. Clearing was very light and the nominal bid price of $150.00 per mile allowed the contractor only a small profit.

Grading equipment consisted of five D-8 tractors, 2 dozers, 3 twenty-one yard carryalls, 2 blades, 1 water wagon and small equipment. The material encountered was very good and excellent progress was made, but the low bid by the contractor made it impossible to handle the material at the bid price. Some difficulty was encountered in compacting the material in fills due to its extreme fineness and a considerable amount of water was required.

Pipe items were handled by a small hand crew with a tractor helping on the larger sizes. The quality of labor available was not the best and corrugated pipe prices were high due to the long freight haul. Concrete pipe was obtained locally at a much better price than corrugated metal. As a result, the metal pipe items showed no profit, while a very good profit was shown on the 12" and 18" concrete pipe.

The crushing items were handled with the contractor's three-crusher portable crushing plant. Material was moved to the crusher by tractor and carryall and tractor and dozer. Five and eight cubic yard trucks were used to haul material to the stockpiles and road as required. Stripping required before crushing was very heavy due to the large amount of silt overburden overlaying the gravel. Crushing costs were also higher than anticipated because of the failure of the contractor to obtain sufficient material for crushing at the pit at Station 293. This necessitated dismantling the plant and setting up again at Station 518 to complete the project. The total amount of crushing did not warrant two setups and a heavy loss was sustained on all crushing items.

Gravel base was handled by a large tractor with overhead loader attachment, 6 eight yard trucks and blade. The loading of the material was subcontracted at a unit price of $0.125 per cubic yard. Good progress was made in placing this material and a fair profit was shown.

The bridge and culvert items were bid at a good price and handled very efficiently by the bridge foreman. A long delay in the delivery of the structural steel added somewhat to the costs of the overhead structure, but all items showed a very good profit. The major portion of the trench and structural excavation was moved by tractor and dozer at a cost considerably less than the average for most contracts.

Oiling items were subcontracted to an Idaho oiling contractor. While the subcontract prices were within the bid prices, the overhead was considerable and asphalt showed a small loss. Due to the high production costs fer the aggregates, this item showed a considerable loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
FEBRUARY 10, 1949

J. A. TERTELING AND SONS, INC.
BOISE, IDAHO

EXPECT WARRANT AMOTAN-HONDALE TO BE CLEARED FOR MAILING MONDAY

OR TUESDAY.

OREGON STATE HIGHWAY COMMISSION

A NEW CURTIS TRIAL

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
FEB 14 1949
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA136 PD=WUX BOISE IDA 10 311P=

OREGON STATE HIGHWAY COMMISSION

1949 FEB 10 PM 2 46

WHEN WILL FINAL ESTIMATE ADRIAN HOMEDALE HIGHWAY BE PAID
RELEASE SIGNED ABOUT JANUARY 20=

J A TERTELING AND SONS INC=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JAN 18 1949
FOR FILING

211 (2) 211 (3)
2965

January 17, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No. 2965 for work on the Adrian-Homedale Section of Nyssa-Adrian Highway, in Malheur County, has been completed by the contractor, J. A. Tertaling & Sons, Inc., and that final payment in the amount of $9,439.31 will be made on or after January 27, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $247,107.31, of which amount $2,096.10 represents force account items. The above contract was completed on October 8 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
E. A. Bride, Manager
609 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
1-17-49

RECEIVED
DEC 21 1948
FOR FILING
OREGON DISTRICT

SG-211(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2000
PORTLAND 8, OREGON

December 9, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon project SG-211(3), Adrian Undercrossing on the Adrian-Homedale Section of the Nyssa-Adrian Highway, have today been recommended for approval, subject to final review and approval by the Division Engineer. This is your authority for advertising.

Concurrence in award will be withheld pending notice to the effect that rights-of-way or rights-of-entry to all right-of-way have been obtained.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
DEC 21 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

November 26, 1948

P. O. BOX 3900
PORTLAND 8, OREGON

S-211(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding an executed copy of an agreement for your files for Oregon project S-211(2), Adrian-Homedale Section of the Nyssa-Adrian Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

Encl.

RECEIVED
NOV 29 1948
OREGON
STATE HIGHWAY COMMISSION

WASpr 7563

State Oregon

Federal Aid Secondary

Project No. S-[illegible](2)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 4 day of November, 19 48,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of June, 19 46, a project statement, which was approved on the 22nd day of July, 19 46, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 9th day of December, 19 47; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred seven thousand five hundred and 00/100

dollars ($ 107,500.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 51, Laws 1920; Chapter 289, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 16+00 in the SW 1/4, Section 14, T-41-S, R-16-E, W.M., and survey station 553+91.14 at the Idaho-Oregon State Line in Section 30, T-22-S, R-17-E, W.M., except stations 86+12 to 86+61 and 433+33 to 433+71,

, length 10.128 miles, in Malheur County, being Oregon Federal Aid/Secondary project No. S-611(2), consisting of 10.128 miles of roadway and no bridges each of more than 20 feet clear span, for a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

DEPARTMENT

roject have been made available

(Include ... statute ...)

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred seven thousand five hundred and 00/100 dollars ($107,500.00), which does not exceed the authorized Federal pro rata share of one hundred seventy-nine thousand one hundred fifty-three and 40/100 dollars ($179,153.40), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted] STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

Attest: [redacted] SECRETARY

By [redacted]
[redacted], State Highway Commission
(Title of officer)

RECOMMENDED FOR APPROVAL:

[redacted]
STATE HIGHWAY ENGINEER

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [redacted]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

OREGON L... NOV 2 ... REC'D

RECEIVED
NOV 24 1948
FOR FILING
D-211(2) + 211(3)
2965

November 23, 1948

Maryland Casualty Co.
Baltimore 3,
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J.A. Terteling & Sons, Inc. on contract No. 2965, covering the Adrian-Homedale Section of the Nyssa-Adrian Highway in Malheur County. This payment, in the amount of $9,714.88, will be made on or after December 3, 1948. The retained percentage is $7,350.56.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Maryland Casualty Co.
Hanson & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Maryland Casualty Co.
Hanson & Rowland, Inc.
E.A. Wride, Mgr.
611 Henry Bldg.
Portland 4, Oregon

NOTED ON CARD
11-23-48, gl

RECEIVED
DEC 23 1948
FOR FILING

Sg-211(3)

November 10, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate for the Adrian Undercrossing, Project No. S0-211 (3).

In accord with the suggestion contained in your letter of November 5 the set up of State funds has been changed to $0,000.50 and the Federal funds to $63,340.00.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JHH:ew

Encl.

Oregon State Highway Department

Federal Aid Secondary
Railway-Highway
Project No. 82-211 (3)

ADRIAN UNDERCROSSING (STA. 137+50.37)

ON THE BURNS-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, ~~October 29~~ Nov, 1948

390	cu. yds.	Structural Excavation Below Subgrade	$ 3.50	$ 1,365.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
480	cu. yds.	Class "A" Concrete	60.00	28,800.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
104,000	lbs.	Structural Steel	0.18½	19,240.00
6	M-FBM	Treated Lumber	250.00	1,500.00
				$56,605.00
All Required		Work To Be Performed by Railroad Company's Forces		8,250.00
			Subtotal	$64,855.00
			10% Engr. & Cont.	6,485.50
			Total	$71,340.50
		Length	0.00	

~~Federal Secondary Funds~~ $ 63340.50
~~State Funds~~ 8000.00
~~$71,340.50~~ 71340.50

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
State Funds for Maintenance: Chapter 529, Laws 1939.

Oregon State Highway Department

Federal Aid Secondary
Railway-Highway
Project No. [illegible] (3)

ABSTRACT [illegible]

OF THE ROAD-GRADE ELEVATION AT RAILWAY CROSSING

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 10, 1948

390	cu. yds.	Structural Excavation Below Subgrade	$ 3.70	$ 1,443.00
50	cu. yds.	Excavation Below Elevations Shown	10.00	500.00
400	cu. yds.	Class "A" Concrete	60.00	24,000.00
44,000	lbs.	Metal Reinforcement	0.11	5,480.00
165,000	lbs.	Structural Steel	0.105	17,340.00
6	M.F.B.M.	Treated Lumber	250.00	1,500.00
				49,463.00
All Required		Work To Be Performed by Railroad Company's Forces		[illegible]
			Subtotal	54,675.00
			10% Engr. & Cont.	[illegible]
			Total	971,340.00
		Length	0.05	

Federal Secondary Funds - - -

Oregon State Highway Department

Federal Aid Secondary
Railway-Highway
Project No. 93-211 (3)

ADRIAN UNDERCROSSING (STA. 137+50.37)

ON THE BURNS-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 10, 1948

390	cu. yds.	Structural Excavation Below Subgrade	$ 3.50	$ 1,365.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
488	cu. yds.	Class "A" Concrete	60.00	28,880.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
104,000	lbs.	Structural Steel	0.185	19,240.00
6	M-FBM	Treated Lumber	250.00	1,500.00
				$56,685.00
All Required		Work To Be Performed by Railroad Company's Forces		1,250.00
			Subtotal	$64,835.00
			10% Engr. & Cont.	6,485.50
			Total	$71,320.50
		Length	0.00	

Federal Secondary Funds - $63,340.00
State Funds - 7,980.50
$71,320.50

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
State Funds for Maintenance: Chapter 529, Laws 1939.

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DEC 23 194
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OREGON DISTRICT
Sg-211(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 5, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Raxson

Dear Sir:

Reference is made to Mr. Williams' letter of November 1st in reply to our letters of September 15th and October 15th relative to a review of the project agreement estimate covering Oregon Project No. SG - 211(3), the Adrian Undercrossing.

The revised estimate submitted with your letter of November 1st shows non-Federal funds for less than 10% of the structure without taking into consideration the excess cost of the necessary grading which is part of this structure. The railroad contribution required on this project must not only conform to the requirements of the 1944 Act for railway-highway projects, but also to the provisions of the State-Railroad construction agreement. Exhibit A of this agreement shows the contribution by the railroad to be 10% of the cost of the structure plus the additional cost of the approaches for the grade separation over those for a grade crossing.

We would suggest that if the State funds on the agreement are raised to say $8,000 instead of the $7,040 as shown with a corresponding reduction in Federal funds, then the estimate would be satisfactory as a basis for the preparation of a project agreement.

Please advise at your early convenience.

Very truly yours,

NOTED
W. C. WILLIAMS

T. M. DAVIS
District Engineer.

RECEIVED
NOV 9 - 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
NOV 8 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1948
FOR FILING

Sq 32 11 (3)

November 1, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letters of September 16 and October 15, regarding the agreement with the railroad company to pay ten per cent of the cost of construction of the Adrian Interchange, Project No. S-011 (3), we are enclosing six copies of revised project agreement estimate in which a sufficient amount of State funds is setup to cover the railroad contribution.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JCH/ps

Encl.

Oregon State Highway Department

Federal Aid Secondary
Railway-Highway
Project No. 80-611 (3)

ADRIAN UNDERCROSSING (STA. 137+50.37)

ON THE KLAMATH-ADRIAN KLAMATH JCT MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1948

390	cu. yds.	Structural Excavation Below Subgrade	$ 3.50	$ 1,365.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
480	cu. yds.	Class "A" Concrete	60.00	28,800.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
104,000	lbs.	Structural Steel	0.185	19,240.00
6	M-FBM	Treated Lumber	250.00	1,500.00
				$56,605.00
All Required		Work To Be Performed by Railroad Company's Forces		6,250.00
			Subtotal	$64,855.00
			10% Engr. & Cont.	6,485.50
			Total	$71,340.50
		Length	0.00	

Federal Secondary Funds- - - -

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NOV - 3 1948
FOR FILING

Sg 211 (2)

November 1, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letters of September 16 and October 15, regarding the agreement with the railroad company to pay ten per cent of the cost of construction of the Adrian Underpassing, Project No. 90-E11 (2), we are enclosing six copies of revised project agreement estimate in which a sufficient amount of State funds is setup to cover the railroad contribution.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

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DEC 23 19
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2000
PORTLAND 8, OREGON

OREGON DISTRICT

Sg-211(3)

October 15, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Robert

Dear Sir:

Reference is made to our letter of September 16th regarding the project agreement estimate submitted for Oregon Project SG-211(3), the Adrian Undercrossing.

You now advise that the project is completed and may we request you reply to our letter above mentioned and submit a proper project agreement estimate since all papers are being held in this office pending your reply.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 15
F. A. FILING

S-211(2)

October 14, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover four copies of agreement with the Oregon Short Line Railroad Company covering encroachments on their right of way by the Adrian-Homedale Section, Project No. S-211 (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JHH:cw

RECEIVED
OCT 14 1948
FOR FILING

S-211 (2) & (3) 211 (3)

2965

October 11, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 5900
Portland 4, Oregon

Dear Sir:

This is to advise you that work was completed on October 8, 1948 on Contract No. 2965, Adrian-Nyssdale Section, in connection with Federal Aid Project No. S-211 (2), S-211 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

BHP/ge

cc to Fawcett Cooper

Form B-1—356—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

No. 38

For Week Ending October 9, 1948

Section Adrian - Homedale.
Highway Nyssa - Asrian
Contractor J.A. Terteling and Son's Inc.
Date of contract January 16, 1948
Date work started January 20, 1948
Amount of contract . . . . . $ 225,471.80

Kind of work Grading, Surfacing, Oiling and Structur
Section prefix 123 - 1040
Contract number 2965
Date of completion December 31, 1948
Estimated date of completion October 8, 1948
Per cent of time elapsed 76.5 %
Estimated cost of completed project, exclusive of engineering . . . . . $ 262,670.77
Per cent of contract completed, based on total contract price . . . . . 100 %
Engineering cost to date $ 14,850.00, 6.59 %
Date project was completed October 8, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor performed no work on this project this week. The oiling of the section from station 132 + 50 to station 142 + 50 was to have been done this week. The sub contractor who was to have done the oiling informed us that he could not get the proper weight of oil to do this oiling with.

The oiling of this section from station 132 + 50 to station 142 + 50 was performed by a State Oiling crew on Wednesday and Thursday of this week. This work was performed in under a " Order For State Force Work", This completes the work on this section.

RECEIVED
OCT 11 1948
OFFICE OF
CONSTRUCTION ENGINEER

267 of 349 days.

NOTED
E. M. BOOTH

Signed L.C. Johnson By J. Waterhouse
Address Box 402. Ontario, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	10.13	10.13	10.13	10.13	
Miles partially completed					
Miles completed	10.13	10.13	10.13	10.13	
Total estimated quantities	159,000 C.Y	49,500 C.Y	3,000 C.Y	320 Ton 4,000 C.Y	
Estimated quantities moved or placed to date	153,500 C.Y	49,420 C.Y	3,000 C.Y	495 Ton. 6895 C.Y	
Average daily quantities					
Average daily quantities necessary to complete project on time				0	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men.							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Showers		
Tuesday	Showers		
Wednesday	Cloudy		
Thursday	Fair		
Friday	Cloudy		
Saturday	Cloudy		

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DEC 22
FOR FILING
OREGON DISTRICT
SG-211(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

September 16, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Project Agreement Estimate for Oregon Project SG-211(3), the Adrian Undercrossing on the Nyssa-Adrian Highway.

In a review of this estimate it is noted Federal Secondary funds are requested in the amount of $70,000 whereas the State-Railroad Agreement provides for payment by the railroad of 10% of the cost of this grade separation. On the estimate these funds can be shown as State funds.

We also note that the code type number is not shown on the estimate as required.

The preparation of the project agreement will be deferred pending receipt of corrected estimate.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
SEP 17 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 15 1948
FOR FILING

I-211 (2)
II-111 (2)
2963

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(93)

JOSEPH L. EGAN
PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA103 PD=WUB BOISE IDA 14 1003A

SEP 14 AM

STATE HIGHWAY COMMISSION

PLEASE EXPEDITE AUGUST ESTIMATE FOR SIGNATURE ON CONTRACT 2963

J A TERTELING AND SONS INC

2963

Voucher will be mailed tomorrow.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
SEP - 9 1948
FOR FILING

S-211-2
S-211-(3)
2945

September 8, 1948

Mr. C. H. Marks
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the lining of irrigation ditches on four siphon bents and stabilization of the banks with gravel on the Adrian-Nyssa Section of the Ironside Highway in Malheur County Contract No. 2945 in connection with Federal Aid Project S-211 (2).

This work is necessary to prevent washing at siphon bents, to reconstruct and protect the banks from washing at various locations.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

Encl.

DEP:rad

RECEIVED
SEP - 9 1948
FOR FILING

8-211 (2)
8-211 (3)
2965

September 7, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 3, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the furnishing and placing of rip-rap on the Adrian-Homedale Section of the Nyssa-Adrian Highway in Malheur County, Contract No. 2965 in connection with Federal Aid Project S-211 (2).

This work was necessary to strengthen the banks of the irrigation canal at the box culvert, Station 459+50.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

Encl.

DHP:md

RECEIVED
SEP - 9 1948
FOR FILING

8-211-(2)
8-211-(3)
2965

September 7, 1948

Mr. T. H. Irwin
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies for Order for Extra Work No. 3 covering the construction of a diversion box in the new constructed irrigation ditch at Station 515 on the Adrian-Nyssa Section of the Nyssa-Adrian Highway in Malheur County contract No. 2965 in connection with Federal Aid Project S-211 (2).

It is necessary to replace a diversion box which was destroyed during construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

Encl.

DSF:HD

RECEIVED
DEC 23 1942
FOR FILING

Sq-211(3)

August 20, 1942

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Adrian Undercrossing, Project No. SG-211 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Railway-Highway
Project No. 50-21 (3)

ADRIAN UNDERCROSSING (Sta. 137+50.37)

ON THE MYRTA-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

390	cu. yds.	Structural Excavation Below Subgrade	$ 3.50	$ 1,365.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
480	cu. yds.	Class "A" Concrete	60.00	28,800.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
104,000	lbs.	Structural Steel	0.185	19,240.00
6	M-FBM	Treated Lumber	250.00	1,500.00
				$56,605.00
All Required		Work To Be Performed by Railroad Company's Forces		3,250.00
			Subtotal	$61,855.00
			10% Engr. & Contg.	6,185.50
			Total	$71,340.50

Length 0.00

Federal Secondary Funds	$70,000.00
State Funds	1,340.50
	$71,340.50

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1930; Chapter 529, Laws 1939.

State Funds for Maintenance: Chapter 529, Laws 1939.

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AUG 16 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

S-211-(2)

August 5, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to our letter of December 9, 1947 regarding an encroachment on the railroad right-of-way between Stations 66 and 81 on Oregon Project No. S-211(2), Adrian-Homedale Section of the Nyssa-Adrian Highway.

As copies of the easement have not been received, it will be necessary to defer preparation of the project agreement.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

Copy to
Prowork

RECEIVED
DEC 23 1948
FOR FILING

S-211(2)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Adrian-Ironside Section, Project No. 21 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JCW/ES

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (2)

ADRIAN-BROGDALE SECTION OF THE

MIDDLE-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

All Required		Clearing and Grubbing		$ 1,500.00
1,000	cu. yds.	Structural Excavation, Unclassified	$ 2.25	2,250.00
440	cu. yds.	Trench Excavation, Unclassified	1.50	660.00
159,000	cu. yds.	General Excavation, Unclassified	0.22	34,980.00
328,000	yd. stas.	Short Overhaul	0.015	4,920.00
5,500	C-yd. stas.	Long Overhaul	0.50	2,750.00
10.13	miles	Finishing Roadbed and Slopes	200.00	2,026.00
8,840	lin. ft.	Rounding Cutbanks	0.07	618.80
90	lin. ft.	12" Corrugated Metal Pipe	2.20	198.00
30	lin. ft.	18" Corrugated Metal Pipe	3.30	99.00
30	lin. ft.	24" Corrugated Metal Pipe	5.00	150.00
24	lin. ft.	30" Corrugated Metal Pipe	6.00	144.00
160	lin. ft.	36" Corrugated Metal Pipe	10.00	1,600.00
10	lin. ft.	48" Corrugated Metal Pipe	15.00	150.00
80	lin. ft.	60" Corrugated Metal Pipe	22.80	1,824.00
260	lin. ft.	12" Concrete Pipe	2.25	585.00
1,800	lin. ft.	18" Concrete Pipe	3.50	6,300.00
220	lin. ft.	24" Concrete Pipe	4.50	990.00
60	lin. ft.	36" Concrete Pipe	8.25	495.00
630	lin. ft.	18" Corr. Metal Siphon Pipe	4.75	2,992.50
24	cu. yds.	Concrete End Basins	70.00	1,680.00
570	lin. ft.	Salvaging Culvert Pipe	2.00	1,140.00
38	cu. yds.	Class "A" Concrete in Box Culverts	65.00	2,470.00
5,300	lbs.	Metal Reinforcement in Box Culverts	0.12	636.00
39,000	cu. yds.	Gravel in Base	0.80	31,200.00
10,500	cu. yds.	3/4" - 0" Material in Leveling Course	2.25	23,625.00
2,800	M-gals.	Sprinkling	1.50	4,200.00
10.13	miles	Preparation of Base	200.00	2,026.00
4,000	cu. yds.	Furnishing and Placing Aggregates	3.25	13,000.00
290	tons	Furnishing and Placing 151-200 Asphalt	42.00	12,180.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	42.50	5,525.00
			Subtotal	$162,866.80
			10% Engr. & Cont.	16,286.68
			Total	$179,153.48

Length of Roadway	10.128 miles
Length of 2 Bridges (Exception)	.017 mile
Total Length	10.145 miles
Cost per mile, Roadway	$17,686.92

Federal Secondary Funds	$107,500.00
State Funds	71,653.48
	$179,153.48

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (2)

ARLIAR-BOURNE SECTION OF THE

BEND-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 6, 1947

All Required		Clearing and Grubbing		$ 4,000.00
1,000	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,000.00
440	cu. yds.	Trench Excavation, Unclassified	3.00	1,320.00
159,000	cu. yds.	General Excavation, Unclassified	0.28	44,520.00
328,000	yd. sta.	Short Overhaul	0.02	6,560.00
5,500	C-yd. sta.	Long Overhaul	0.50	2,750.00
10.13	miles	Finishing Roadbed and Slopes	500.00	5,065.00
8,840	lin. ft.	Rounding Cutbanks	0.15	1,326.00
90	lin. ft.	12" Corrugated Metal Pipe	2.00	180.00
30	lin. ft.	18" Corrugated Metal Pipe	3.00	90.00
30	lin. ft.	24" Corrugated Metal Pipe	4.50	135.00
24	lin. ft.	30" Corrugated Metal Pipe	6.00	144.00
160	lin. ft.	36" Corrugated Metal Pipe	8.50	1,360.00
10	lin. ft.	48" Corrugated Metal Pipe	12.00	120.00
80	lin. ft.	60" Corrugated Metal Pipe	16.00	1,280.00
260	lin. ft.	12" Concrete Pipe	2.00	520.00
1,800	lin. ft.	18" Concrete Pipe	3.00	5,400.00
220	lin. ft.	24" Concrete Pipe	4.50	990.00
60	lin. ft.	36" Concrete Pipe	6.00	360.00
620	lin. ft.	18" Corr. Metal Siphon Pipe	3.50	2,170.00
24	cu. yds.	Concrete End Basins	55.00	1,320.00
570	lin. ft.	Salvaging Culvert Pipe	1.50	855.00
38	cu. yds.	Class "A" Concrete in End Basins	55.00	2,090.00
5,300	lbs.	Metal Reinforcement in Box Culverts	0.10	530.00
39,000	cu. yds.	Gravel in Base	1.00	39,000.00
10,500	cu. yds.	3/4" - 0" Material in Leveling Course	2.50	26,250.00
2,800	M-gals.	Sprinkling	2.00	5,600.00
10.13	miles	Preparation of Base	200.00	2,026.00
4,000	cu. yds.	Furnishing and Placing Aggregates	3.75	15,000.00
290	tons	Furnishing and Placing 151-200 Asphalt	37.00	10,730.00
130	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	37.00	4,810.00
		Subtotal		$189,501.00
		10% Engr. & Cont.		18,950.10
		Total		$208,451.10

Send all plans to PRA 11/7/47

Length of Roadway	10.128 miles
Length of 2 Bridges (Exception)	.017 mile
Total Length	10.145 miles
Cost per mile, Roadway	$ 20,581.66

Federal Secondary Funds	$116,000.00
State Funds	92,451.10
	$208,451.10

RECEIVED
JUN. 7 1948
FOR FILING

S-211(2)
Sg-211(3)

June 3, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work concerning the installation of five diversion boxes on the Adrian Homedale Section of the Nyssa-Adrian Highway in Malheur County, Contract No. 2965, in connection with Federal Aid Project No. S-211 (2).

This work is necessary to replace irrigation diversion boxes which had to be moved during construction.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

DBP:md

5-2 11(2)
5-2 11(3)

RECEIVED
FOR FILING

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

OREGON STATE HIGHWAY COMMISSION

June 3, 1948

J. A. TERTELING & SONS, INC.

BOISE, IDAHO

WARRANT APRIL ESTIMATE CONTRACT 2965 MAILED MAY 28.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

2965

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASSES OF SERVICE

DOMESTIC SERVICES

FULL RATE TELEGRAMS

A full rate expedited service.

DAY LETTERS

A deferred service at lower rates than the full rate

CABLE SERVICES

FULL RATE CABLES

The standard fast service at full rate

CODE (CDE)

A fast message service consisting of

10-42

B. No employee of the Company is authorized to vary the foregoing.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply to messages in each of such respective classes in addition to all the foregoing terms.

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be subject to rebuttal by competent evidence.

6. The Company will not be liable for damages or statutory penalties in the case of any message exempt at the request of the sender from prompt or correct transmission or delivery, or after the message is filed with the Company for transmission, and in the case of an interstate message in Texas the Company will not be liable for damages or statutory penalties where the claim is not presented in writing to the Company for transmission, and in the case of all other claims shall apply only to claims for damages or overcharges within the purview of Section 416 of the Communications Act of 1934.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

4. The Company will not be liable for damages or delay in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount the sender of each message represents that a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

2. Messages delivered to connecting telegraph companies are delivered subject to the rules and regulations of such companies.

1. This Company is an electric telegraph company only. Its business is the transmission of messages by the use of its own wires or those of other companies with which connections are made, and by radio. Its rates apply only between the cities, towns and villages where it has its own offices or those of companies with which it has arranged for the reception and delivery of messages. It undertakes the transmission of messages only upon the terms named in this message blank, which shall govern in the absence of a special written agreement. It does not undertake to deliver messages to points beyond the limits of its own lines or the lines of its connecting companies, or to perform services at points where it has no facilities, but as a convenience to the public it will request other companies to perform such services upon the payment of the usual charges therefor. It does not undertake to make deliveries or perform services at points where there is no regular service, but as a convenience to the public will perform such services when it can do so by means of messengers or agents, or by the use of the mails, telephones or telegraph lines of other companies, and will request other companies to perform such services at points where it has no facilities, upon the payment of the usual charges therefor. It does not undertake to deliver messages to any point beyond the free delivery limits established by it or by the companies operating over its lines, but will request other companies to perform such service upon the payment of the usual charges therefor. It does not undertake to deliver messages to any person named therein unless he shall be found at the address given, or to forward messages to any person who has removed from the address given, or to notify any person of the receipt of a message addressed to him, or to return a message if he cannot be found at the address given. It does not undertake to deliver messages addressed to hotels, clubs, apartments, offices, firms or corporations at their places of business or residence unless the name of the person for whom they are intended is given. It does not undertake to deliver messages if delivery cannot be made within the free delivery limits of the city or town to which they are addressed, or if the addressee refuses to receive them, or if the customs or other officials demand the inspection thereof. It does not undertake to procure passports, or to secure the services of interpreters, or to procure the payment of customs duties, or to pay freight or other charges on packages received for transportation. It does not undertake to transport messages by its messengers or agents, or by the use of automobiles or other vehicles, except as it may elect to do so, and it shall not be liable for any delay in the transportation or delivery of messages by such means.

10. The Company shall not be liable for any loss, damage or delay to any message caused by the act, neglect or default of any other company, or by any cause beyond its own control, and the Company shall not be liable for any error or omission in the transmission of any message sent over a leased wire system, or for any failure to establish connection with the party desired, or for any interruption of such service, unless such error, omission, failure or interruption is due to the wilful misconduct of the Company's agents or employees.

11. The Company shall not be liable for any failure to perform the terms of this contract if prevented from so doing by any cause or condition beyond its control, whether such cause or condition existed at the time of the acceptance of the message for transmission or arose thereafter.

12. The Company shall not be liable for any message which is not presented for transmission within thirty days after the date of filing with the Company, unless specially agreed otherwise.

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CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION (54)

1201

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL = Day Letter

NL = Night Letter

LC = Deferred Cable

NLT = Cable Night Letter

Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

1943 JUN 3 AM

PRA61 PD=WUX BOISE IDA 3 923A

OREGON STATE HIGHWAY COMMISSION=

PLEASE EXPEDITE PAYMENT APRIL ESTIMATE CONTRACT 2965=

J A TERTELING AND SONS INC=

2965=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
APR 19 1948
FOR FILING

S-211(2)
29-211(3)

April 16, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4, covering compensation to the contractor for labor and material costs involved in changing the design of the 3' x 4' box culvert to twin 4' x 10' on the Adrian-Homedale Section of the Nyssa-Adrian Highway in Malheur County, Contract No. 2965, in connection with Federal Aid Project No. S-211 (2).

The contractor had forms in place and ready to start pouring the original 3' x 4' box culvert when request was made by the Reclamation Service for the change in design to a twin 4' x 10' box culvert.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/gs

Encl.

RECEIVED
FEB 18 1948
FOR FILING

S-211(2)
Sg-211(3)

February 17, 1948

J. A. Terteling & Sons, Inc.
Box 1428
Boise, Idaho

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2965, which was awarded to you on February 16, 1948 by the State Highway Commission, covering the Adrian-Homedale Section of the Nyssa-Adrian Highway in Malheur County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

RECEIVED
FEB 2 1940
FOR FILING

S-211 (2)

January 26, 1940

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on January 22, 1940 on Contract No. 2965, Adrian-Nyssa Section in connection with Federal Aid Project No. S-211 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

V. G. Williams
Assistant State Highway Engineer

VGW:md

RECEIVED
MAR 9 1948
FOR FILING

S-211 (2)
S 4-211 (3)
2965

January 16, 1948

J. A. Terteling & Sons, Inc.
Box 1426
Boise, Idaho

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and oil mat surfacing, overcrossing structure and production of crushed gravel on the Adrian-Homedale Section of the Nyssa-Adrian Highway, in Malheur County. This award was based on your low bid of $225,471.80 submitted on December 30, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White, Assistant Commissioner
Industrial Accident Commission
B u i l d i n g

Filed

DAY LETTER		ORDINARY	
		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 16, 1948
2:25 p.m.

J. A. Terteling & Sons, Inc.
Box 1428
Boise, Idaho

State Highway Commission awarded you today contract for Adrian-Nyssdale Section of the Nyssa-Adrian Highway, Malheur County, based on your low bid submitted December 30, 1947. Contract forms follow shortly.

M. B. Claisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
JAN 20 19[illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT

S-211(2)
SG-211(3)

January 16, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your wire today requesting concurrence in award of contract for Oregon Federal Aid Secondary Projects S-211(2), and SG-211(3), Grading, Surfacing and Railroad Overcrossing structure of the Adrian - Homedale Section, to J. A. Terteling and Sons, Boise, Idaho, who submitted the low bids in the bid opening held on December 30, 1947. In view of your statement that all rights-of-entry are acquired, we hereby concur as of today in award of contract as requested.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19 1948
STATE HIGHWAY COMMISSION

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

RECEIVED
JAN 19 1948
FOR FILING

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message subject to the terms on back hereof, which are hereby agreed to

MR. T. M. DAVIS
DISTRICT ENGINEER,
PUBLIC ROADS ADMINISTRATION
203 FINANCIAL CENTER BLDG.
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE AWARD TODAY CONTRACT FOR ADRIAN HOMEDALE PROJECT TO J. A. TERTELLING & SONS OF BOISE. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
DEC 19 1947
FOR FILING

S-211(2)

file

December 9, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.R. documents for Oregon project S-211(2), Adrian-Homedale Section of Nyssa-Adrian Highway have today been recommended for approval, subject to final review and approval by the Division Engineer. This is your authority for advertising.

It will be necessary for us to withhold concurrence in award until all currently unacquired right of way has been cleared.

On the plans, it would appear that there may be encroachment on the railroad, right of way, and easement may be necessary between stations 66 and 81. If such is the case, usual copies of the easement should accompany the project agreement papers.

Very truly yours,

T. H. DAVIS
District Engineer

Original signed
to Probert

RECEIVED
NOV 28 1947
FOR FILING

Comet
Indian Prairie
Gratiot

Salem, Oregon
November 26, 1947

Mr. R. H. Baldock

On November 20, we received from Mr. S. Murray of the Union Pacific Railroad Company one fully executed copy of an agreement dated September 23, 1947, covering the underpass at Mile Point 13.01 near Adrian in Malheur County, Oregon.

This copy is being placed in our files.

Secretary

WAQ:dr

cc - M. C. Williams
G. S. Pearson

RECEIVED
NOV 25 1947
FOR FILING

Const
Grade Crossing
General

November 21, 1947

7

Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Attention: Mr. S. Murray, Resident Engineer

Gentlemen:

This will acknowledge receipt from you, as of November 20, one fully executed copy of an agreement dated September 23, 1947, covering the underpass at Mile Peing 13.01 near Adrian in Malheur County, Oregon.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

DEC 23 1948
FOR FILING

Eq-211(3)

November 19, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accord with the request contained in your letter of November 13, 1947, we are sending under separate cover four blueprint copies each of exhibits A-1, A-2 and A-3 referred to in exhibit A of the agreement with the Union Pacific Company covering construction of the Adrian Undercrossing, Project No. ~~EQ~~ 211 (3).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWB:GS

RECEIVED
DEC 23 19
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

SG-211(3)
Ravus

November 13, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the plans submitted for Oregon Project No. SG-211(3), Adrian Undercrossing of the Adrian - Homedale Section of the Nyssa - Adrian Highway, we find that the special provisions do not require the submission of a letter giving a firm delivery date for structural steel and therefore should be revised accordingly.

Review of the railroad agreement discloses that exhibits A-1, A-2 and A-3 referred to in Exhibit A, Estimate of Benefits, are not attached. Please send us copies to complete the agreements.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
NOV 17 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 19 1947
FOR FILING
Const
Projects
Grade Crossings

Files

September 24, 1947

Union Pacific Railroad Company
Pittock Block
Portland 5, Oregon

Attention: San Murray

Gentlemen:

We are enclosing herewith for your signature two copies of an agreement which have been executed by the State Highway Commission concerning an agreement for an undercrossing of the Union Pacific tracks about two and one-half miles south of Adrian on the Nyssa-Adrian Secondary Highway.

This project is scheduled for letting as soon as these agreements have been completed and if they meet with your approval we would appreciate having a fully executed copy returned to us as soon as possible. The second copy is for your files and records.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Devers 9-25-47
DR

RECEIVED
SEP 18 1947
FOR FILING

Const
Grade Crossing

September 18, 1947

MEMORANDUM TO THE STATE HIGHWAY COMMISSION

Enclosed herewith for your approval are two copies of an agreement with the Union Pacific Railroad concerning an undercrossing of the Union Pacific tracts two and one-half miles south of Adrian on the Nyssa - Adrian Secondary Highway.

The State construction on this project is on the Post war program as adopted May 29, 1945, second year, and is scheduled for letting as soon as the agreements are complete. Mr. J. M. Bowers has approved them as to legality and Mr. W. C. Williams has approved the engineering features. The financial contribution by the Railroad is estimated at 10% of $69,503.50, or $6,950.35.

Very truly yours,

Secretary

FQA:cm.
Encl. 2

cc- Floyd Query

RECEIVED
SEP 18 1947
FOR FILING

Salem, Oregon
September 16, 1947

Mr. H. B. Glaisyer

Herewith two copies of an agreement between the State Highway Commission and the Union Pacific Railroad covering an undercrossing of the Union Pacific tracks between Nyssa and Adrian. These agreement forms have been approved by Mr. Devers as to legality and Mr. Purson as to engineering features. Please put them on the agenda for execution by the Highway Commission at such time as possible.

W. C. Williams

WCW:hi
Attach.

FORM E-99 20M 8-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 15, 1947

SUBJECT:

To: Mr. W.C. Williams,
Assistant Highway Engineer

O F F I C E

Dear Sir:

Herewith two copies of an agreement between the state and the Union Pacific Railroad Company covering the undercrossing of their Homedale branch between Nyssa-Adrian Secondary Highway in Malheur County. These have been approved by Mr. Devers as to form and legality and I have carefully studied them as to the engineering features. If these meet with your approval I would recommend that they be sent to the State Highway Commission for execution after which they are to be sent to the railroad company for completion.

This project is scheduled for letting as soon as these agreements are complete, and if practicable, I would suggest that the agreements be mailed to the several commissioners.

Very truly yours,

G.S. Paxson,
Bridge Engineer

GSP/fs
Encl.

RECEIVED
SEP 11 1947
FOR FILING

Const.
Grade Crossing
General

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 9, 1947

SUBJECT:

To: Mr. J. H. Devers
Chief Counsel
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith two copies of the proposed agreement between the State and the Union Pacific Railroad covering the undercrossing of the railroad's Homedale Branch by the Nyssa-Adrian Secondary Highway in Malheur County. I have gone over this agreement, and in so far as engineering details are concerned, it seems to be in order with the exception of a discrepancy between the cost of the work to be performed by the railroad forces as given in Exhibit A and the cost of this same work as given in Exhibit C. I have talked to the Portland office of the Union Pacific concerning this and they are working out a way to reconcile the two figures.

I would call your attention especially to Section 1 (g). I am not sure just what the railroad means by the taxes and assessments which they require the State to assume.

In Section 10 the railroad requires a payment of $25.00 for the easement. This is contrary to all their past practice in which they have granted their easements without cost; however, on this particular project the railroad is contributing to the cost in the amount of 10 percent, and I believe a reasonable payment for the easement is appropriate. The time in which the payment is to be made should be inserted.

In Section 11 the railroad requires us to abandon any rights which we may have for the grade crossing which is to be closed by reason of this project. I do not know what the status of our existing crossing is. It is probable that there is no record in the Malheur County files covering this and that our road crosses the railroad only by sufferance.

If this agreement meets with your approval, subject to the reconciliation of the cost of railroad work, I would ask that you note and return the two copies to me so that I can fix up these exhibits and have them ready for presentation to the Highway Commission.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached
OSP GM
cc W. C. Williams

...1947

...OR FILING

FORM 2104
5-46-5M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

F. C. PAULSEN,
GENERAL MANAGER,
SOUTH-CENTRAL DISTRICT

10 SOUTH MAIN ST.
SALT LAKE CITY 1, UTAH

Const.
Grade Crossing

July 16, 1947

REFERRED TO
Mr. Paterson
By State Highway Engineer

Oregon State Highway Commission
Salem, Oregon

Attn: State Highway Engineer

Gentlemen:

In connection with the construction of highway underpass at M.P. 13.01 on our Homedale Branch near Adrian, Oregon, this is to advise you that this company is not a self-insurer within the meaning of General Administrative Memorandum No. 299.

Yours very truly,

F C Paulsen

...JUL 2... 1947

RECEIVED
JUL 21 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 29 1947
FOR FILING

Oregon State Highway Department

Sy-211(3)

Federal Aid Secondary
Railway-Highway
Project No. 80-211(3)

ADKLAH UNDERCROSSING (STA. 137+50.37)

ON THE HUSA-ADKLAH HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 6, 1947

390	cu. yds.	Structural Excavation Below Subgrade	$ 5.00	$ 1,950.00
30	cu. yds.	Excavation Below Elevations Shown	10.00	300.00
480	cu. yds.	Class "A" Concrete	55.00	26,400.00
45,000	lbs.	Metal Reinforcement	0.12	5,400.00
104,000	lbs.	Structural Steel	0.18	18,720.00
6	M-FBM	Treated Lumber	200.00	1,200.00
				$53,970.00
All Required		Work To Be Performed by Railroad Company's Forces		8,250.00
			Subtotal	$62,220.00
			10% Engr. & Cont.	6,222.00
			Total	$68,442.00

Length 0.00

Federal Secondary Funds	$50,000.00
State Funds	18,442.00
	$68,442.00

Send plans to PRA 11/7/47

ADRIAN UNDERCROSSING

PROJECT NO. BE-251 (3)

(Work To Be Performed by Union Pacific Company's Forces)

Construct and Remove Falsework for Maintaining Traffic	$ 9,000.00
Restore Ties and Track on Approaches	250.00
Temporary and Permanent Changes in Telegraph Lines	150.00
Remove Existing Grade Crossing Facilities and Rearrange S.O.W. Fences	150.00
	$ 9,550.00
Salvage of Recoverable Material	Cr. 1,300.00
	$ 8,250.00

RECEIVED
MAY 13 1947
FOR FILING

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
Division 8

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREG.

NRS-FAS 211 (Rev)

January 29, 1947

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The project statement for Oregon Project NRS-FAS 211, revised, Nyssa-Idaho State Line in Malheur County, is approved as of this date. Our approval is subject to the condition that the railroad grade crossings within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63, when improvement is undertaken on the sections involving the grade crossings.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
JAN 30 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Mr. Baldock

RECEIVED
JAN 30 1947
FOR FILING

NRS-EAS 211 Rev.

January 29, 1947

Oregon State Highway Commission

Gentlemen:

I am attaching hereto a small scale sketch of the relocation of the Alvin-Dunbar portion of the Spokane-Idaho Secondary Highway in Baldwin County.

This project involves the widening of portions of the existing highway, elimination of one grade crossing which is to be replaced by a grade separation, and the straightening of certain portions of the alignment on this project. This project is on the approved Federal-aid Secondary Program and is scheduled for letting in the immediate future. The right of way acquisition is minor, and no buildings are involved in the survey.

I recommend the adoption of this location.

Very truly yours,

R. E. Baldwin
State Highway Engineer

Enc.

IR-

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

NYSSA - IDAHO STATE LINE SECT

NYSSA-ADRIAN & HOMEDALE SPUR HIGHW

MALHEUR COUNTY

PROJECT NO. NRS-FAS 211 (REVISED)

Scale: 1" = 1 Mi. Nov., 1946

For details see Maps 6B-21-3
6B-21-4

I D A H O

Next Section to be Improved

END OF PRO
(REVISED

BEGINNING OF PROJECT (ORIGINAL)

END OF PROJECT (ORIGINAL)

NRS 211

YON COUNTY

BRIDGE NO.3
8-29' P.T. Spans
23'-3" Rdy.

R.R. CROSSING NO.3
(Grade X-ing)

OREGON & IDAHO BOUNDARY MONUMENT
U.S.C. & G.S.
LAT. 43° 43' 21.338"
LONG. 117° 01' 32.669"

RIVERSIDE CANAL

GOLDEN GATE CANAL

CANYON CO.

OWYHEE CO.

Begin Project Sta. 16+36

(FAS ROUTE NO.520)

RIVER

NO.518)

PARMA

ADRIAN

NOTUS

U.P.

R.47E.

R.46E.

Existing Road

Creek

201

RIVER

BRIDGE NO. 4
Number Spans

R.R. Crossing No. 4

BRIDGE NO. 5
P.T. Spans
Rdy.

Existing Road

NYSSA-ADRIAN ... HOMEDALE SPUR HIGH...

MALHEUR COUNTY

PROJECT NO. NRS-FAS 211 (REVI...

Scale: 1" = 1 Mi. Nov., 1946

For details see Maps 6B-21-3, 6B-21-4

D A H O

Next Section to be Improved

END OF PR... (REVI...

BEGINNING OF PROJECT (ORIGINAL)

END OF PROJECT (ORIGINAL)

NRS 211

BRIDGE NO. 3
8-29' P.T. Spans
23'-3" Rdy.

R.R. CROSSING NO. 3
(Grade X-ing)

OREGON & IDAHO BOUNDARY MONUMENT
U.S.C. & G.S.
LAT. 43° 43' 21.338"
LONG. 117° 01' 32.669"

RIVERSIDE CANAL

GOLDEN GATE CANAL

Begin Project Sta. 16+22

(FAS ROUTE NO. 520)

CANYON CO.

OWYHEE CO.

R.47E.

R.46E.

NOTUS

U.P.

Existing Road

Creek

(201)

Existing Road

BRIDGE NO. 5
2-19' P.T. Spans
21'-3" Rdy.

T.22S.

Proposed Undercrossing

R.R. CROSSING NO. 4
(Grade X-ing)

BRIDGE NO. 4
2-15', 1-19' Timber Spans
23'-3" Rdy.

Brownes Butte

ADRIAN

PARMA

U.P.

T.21S.

OWYHEE RIVER

FAS ROUTE NO. 533

NO. 518)

...YON COUNTY

NYSSA-ADRIAN ... HOMEB... SPUR HIGHWAYS

MALHEUR COU...

PROJECT NO. NRS-FAS 21... (REVISED)

Scale: 1" = 1 Mi. Nov., 1946

For details see Maps 6B-21-3
6B-21-4

A H O

Next Section to be Improved

END OF PROJECT (REVISED)

Sta. 531+91

OWYHEE COUNTY

END OF PROJECT (FINAL)

BRIDGE NO. 3
8-29' P.T. Spans
23'-3" Rdy.

R.R. CROSSING NO. 3
(Grade X-ing)

OREGON & IDAHO BOUNDARY MONUMENT
U.S.C. & G.S.
LAT. 43° 43' 21.338"
LONG. 117° 01' 32.669"

RIVERSIDE CANAL

GOLDEN GATE CANAL

CANYON CO.

OWYHEE CO.

R.47E.

R.46E.

NOTUS

U.P.

Existing Road

Creek

(201)

PARMA

ADRIAN

Begin Project Sta. K 420

(FAS ROUTE NO. 520)

RIVER

Browns Bulle

BRIDGE NO. 4
2-15', 1-19' Timber Spans
23'-3" Rdy.

Proposed Undercrossing

R.R. CROSSING NO. 4
(Grade X-ing)

T.21S.

T.22S.

BRIDGE NO. 5
2-19' P.T. Spans
21'-3" Rdy.

Existing Road

To Jordan Valley

R. 46 E.

RECEIVED
FEB 1 1947
FOR FILING

NRS-FAS-211 (Rev.)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1946

SUBJECT:

NOTED
State Highway Engineer

To: Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On November 1 a letter addressed to you from T. M. Davis, District Engineer, acknowledged receipt of an advance copy of project statement for Oregon Project NRS-FAS 211 (revised) on the Nyssa-Idaho State Line Section of the Nyssa-Adrian and Homedale Spur Secondary Highways south of Adrian in Malheur County.

The project statement and survey deviate from the present road at three points, two quite minor, but one which eliminates approximately one mile of the old route.

Mr. Davis in his letter referred to G.A.M. 304, which delegates to the authority of the Division Engineer in the P.R.A. the right of approval of minor changes in Federal Secondary Highways. It further provides that any changes must be approved by the local authority, which in this case is the county court.

This procedure necessarily sets up a precedent requiring that any change in alignment will require the approval of the county court.

I took this matter up with Mr. Davis and Mr. Sargent, and was advised that this rule was made in Washington, and, therefore, in order to secure approval of projects, would have to be followed. I have prepared the necessary papers for the approval of the Malheur County Court and will present them to the court at the County Judges and Commissioners convention in Portland next week.

However, I am bringing this to your attention with the thought that you may wish to take this matter up in Los Angeles at the A.A.S.H.O. meeting to see if this cannot be modified or eliminated, as it means that even when we desire to make local changes on those roads which are a part of the primary highway system and the secondary highways which are part of the Federal Secondary System we will have to secure the approval of the local county officials.

I feel that this should be unnecessary. There may be some justification for securing approval of the county officials when changes are being made in county roads which may be improved under the Federal Aid Secondary Highway provisions, but I do not believe that it should apply to the state highways.

I am attaching hereto a copy of G.A.M. No. 304, which establishes the method of securing revisions of the Federal Aid Secondary System.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

OC:me

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
WASHINGTON 25, D.C.

COPY

General Administrative Memorandum No. 304

(Supplements G.A.M. 277.)

Date: July 29, 1946

Subject: Revisions of the Federal-Aid Secondary Systems

Delegation of authority to Division Engineers to approve minor changes:

To expedite handling of minor readjustments in approved routes of Federal-aid secondary systems, Division Engineers are authorized to approve, for the Commissioner of Public Roads, departures from route locations defined in the approved official descriptions and delineated on the pertinent maps, where such departures will not:

1. Extend a route substantially beyond its present terminus.

2. Remove from the approved system any road, or portion thereof, which would continue to qualify as a principal road eligible for inclusion in the system.

3. Provide direct service to fewer local residents.

4. Impair highway access to population centers afforded by previously approved routes.

Delegated with the authority to approve changes of this character is the responsibility of determining that the changes are adopted in compliance with the provision of Section 3 (b) of the Federal-Aid Highway Act of 1944, relating to cooperation with appropriate local road officials.

In all cases of field approval notification shall be forwarded promptly to the Washington office, with such revised documents and copies of field correspondence, including evidence of cooperation with appropriate local road officials, as may be needed to complete or correct the records. Adjustment of system mileage totals should be omitted from letters of approval to the State prepared in the Division offices. Such adjustments shall be deferred until the occasion of the next submission of route additions or revisions to the Washington office for approval, at which time all approved or pending mileage changes should be incorporated. Notification of revised system lengths will be included in letters to the States prepared in the Washington office.

Procedure governing all revisions of the Federal-aid secondary system:

Because the maps requested in General Administrative Memorandum No. 277 are essential documents in the submittal and approval of Federal-aid secondary routes and systems and serve equally with the official route descriptions

to identify the termini and define the location of approved routes, it is important that these maps, as well as the official route descriptions, be concurrently corrected or revised to reflect all extensions, curtailments or eliminations of routes and changes in location, junction points, and control points.

In order that adequate records may be maintained, it is requested that the following information be forwarded to the Washington office in all cases involving extensions, curtailments, eliminations, or changes in location, whether the case is approved by the Division Engineer or referred to Washington for approval:

1. One corrected copy of each county map affected or a suitable sketch map delineating the changes proposed and any new points of junction with other routes.

2. Three copies each of revised tabulation sheet or sheets containing revised route description, and such corrections in the descriptions of connecting or related routes as may be involved.

3. Satisfactory evidence (preferably a copy of an affirmative letter by the State) that there has been compliance, in respect to the proposed change or changes, with the provision of Section 3 (b) of the Federal-Aid Highway Act of 1944, relating to cooperation with appropriate local road officials.

For route revisions requiring approval in Washington it is desired that requests be forwarded, with complete supporting information and the revised documents above enumerated, for consideration and approval or otherwise, ordinarily in advance of approval of corresponding project statements. When impossible to forward the information pertaining to the route change prior to time of receipt in the Division office of the project statement, it would be desirable to forward a copy of the project statement with the request for route revision to provide the Washington office with the most complete information available.

Thos. H. MacDonald
Commissioner of Public Roads

RECEIVED
MAY 13 1947
FOR FILING

NRS-FAS 211 (R&U)

5

[redacted], 1944

[redacted]

[redacted]

Dear Sirs:

We are enclosing one copy of Project Statement for the [redacted] Project No. [redacted] (Revised).

Very truly yours,

[redacted]
[redacted]

By

[redacted]
[redacted]

[redacted]

[redacted]

To Caldwell

(FAS ROUTE NO. 514)

OLD OREGON TRAIL HIGHWAY

(FAS ROUTE NO. 529)

ARCADIA

GAMBEL ISLANDS

T. 19 S.

NYSSA

PAYETTE CO

CANYON CO

To Boise

Payette River

BRIDGE ISLAND

BEGINNING OF PROJECT (REVISED)

(FAS ROUTE NO. 530)

R.R. CROSSING NO. 1 (Grade Sep'd.)

R.R. CROSSING NO. 2 (Grade Sep'd.)

SNAKE

T. 20 S.

KINGMAN

(FAS ROUTE NO. 532)

BRIDGE NO. 1

BRIDGE NO. 2

R.R. CROSSING NO. 3

(FAS ROUTE NO. 515)

OWYHEE

CANYON CO

OREGO

NYSSA – ID

NYSSA-ADRIA

PROJEC

Sca

A H O

Next Section to be Improved

OREGON & IDAHO BOUNDARY MONUMENT
U.S.C.&G.S.
LAT 43° 43' 21.938"
LONG. 117° 01' 32.669"

R.R. CROSSING NO. 3 (Grade with Project)

RIVERSIDE CANAL

GOLDEN GATE CANAL

CANYON CO

OWYHEE CO

R.4

R.4

RIVER

SUCKER CREEK (DRAIN)

NOTUS

U. P.

Existing Road

ADRIAN

To Nyssa

To Ontario

R.R. CROSSING NO. 2 (Grade with Project)

BRIDGE NO. 1 (To be Removed)

BRIDGE NO. 2 (To be Removed)

R.R. CROSSING NO. 1 (Grade with Project)

CROSSING NO. 2 (Grade with Project)

CANYON COUNTY

MP 21

CROWNHILL ROAD (To be Abandoned)

CROWNHILL ROAD (To be Abandoned)

CROWNHILL ROAD (To be Abandoned)

OREGON

NYSSA - ID

NYSSA-ADRI

PROJEC

Scal

I D A H O

Next Section to be Improved

OREGON & IDAHO BOUNDARY MONUMENT
U.S.C.&G.S.
LAT 43° 43' 21.338"
LONG. 117° 01' 32.669"

RIVERSIDE CANAL

GOLDEN GATE CANAL

CANYON CO.

OWYHEE CO

R.4

R.4

NYSSA

RIVER

ADRIAN

NOTUS

U.P.

PAYETTE

(BR)

BRIDGE NO. 1

BRIDGE NO. 2

P.R. CROSSING NO. 3

BEGINNING OF PROJECT (ORIGINAL)

(ORIGINAL) END OF PROJECT

BRIDGE NO. 3

P.R. CROSSING NO. 2

P.R. CROSSING NO. 1

NRS 211

CANYON COUNTY

TEXAS ROUTE

(TEXAS ROUTE NO. 516)

(TEXAS ROUTE NO. 517)

OWYHEE RIVER

SUCCESS CANAL

LAKE NO.

SUNSET

SUNNYSIDE

FOX

KEYSTONE

SUNNY SIDE

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

NYSSA - IDAHO STATE LINE SECTION

NYSSA - ADRIAN & HOMEDALE SPUR HIGHWAYS

MALHEUR COUNTY

PROJECT NO. NRS-FAS 211 (Revised)

Scale: 1" = 1 Mi. Nov. 1946

A H O

Next Section to be Improved

END OF PROJECT (REVISED)

OREGON & IDAHO BOUNDARY MONUMENT
U. S. C. & G. S.
LAT. 43° 43' 21.338"
LONG. 117° 01' 32.669"

R.R. CROSSING NO. 8 (GRADE X-ING)

RIVERSIDE CANAL

GOLDEN GATE CANAL

CANYON CO. DRAINAGE DIST.

RIVER ROAD

WAGNER RD.

NYSSA

ADRIAN

HOTUS

U. P. R.R.

R.47E.

R.46E.

T.15S.

R.45E.

NYSSA-ADRIAN & HOMEDALE SPUR HIGHWAYS

MALHEUR COUNTY

PROJECT NO. NRS-FAS 211 (REVISED)

Scale: 1" = 1 Mi. Nov., 1946

D A H O

Next Section to be Improved

END OF PROJECT (REVISED)

OREGON & IDAHO BOUNDARY MONUMENT
U.S.C. & G.S.
LAT. 43° 43' 21.338"
LONG. 117° 01' 32.669"

R.R. CROSSING NO. 3 (Grade X-ing)

BRIDGE NO. 3

RIVERSIDE CANAL

GOLDEN GATE CANAL

CANYON CO.

OWYHEE CO.

OWYHEE SUMMIT

R.47E.

R.46E.

RIVER

MOTUS

ADRIAN

Brownsville

BRIDGE NO. 4

R.R. CROSSING NO. 4 (Grade X-ing)

T.21S.

T.22S.

BRIDGE NO. 5

R.45E.

CANYON CO

To Boise

Perrll Island

BEGINNING OF PROJECT (REVISED)

BRIDGE ISLAND

(FAS ROUTE NO. 530)

(FAS ROUTE NO. 515)

R.R. CROSSING NO. 1 (Grade X-ing)

R.R. CROSSING NO. 2 (Grade X-ing)

SNAKE

T. 20 S.

KINGMAN

(FAS ROUTE NO. 532)

BRIDGE NO. 1
1-28'-0" R.C. Span
24'-0" Roly.

BRIDGE NO. 2
1-28'-0" R.C. Span
24'-0" Roly.

R.R. CROSSING NO. 3 (Grade X-ing)

(FAS ROUTE NO. 615)

FAS ROUTE

FAS ROUTE NO. 511

OWYHEE

CANYON COUNTY

ONYHEE RIVER

NRS 211

BEGINNING OF PROJECT (ORIGINAL)

END OF PROJECT (ORIGINAL)

BRIDGE NO. 3
1-28'-0" R.C. Span
24'-0" Roly.

T. 21 S.

PARMA

R.R. CROSSING NO. 4 (Grade X-ing)

ADRIAN

RIVER

RIVERSIDE CANAL

OREGON & IDAHO BOUNDARY
U.S.C. & G.S.
LAT. 43° 43' 21.338"
LONG. 117° 01' 32.669"

GOLDEN GA

Next

Browns Butte

BRIDGE NO. 4
2-41'-3 1/2" Timber Spans
24'-0" Roly.

Proposed Undercrossing

R.R. CROSSING NO. 5 (Grade X-ing)

(FAS ROUTE NO. 510)

I D A H O

30S
To Cairo
(FAS ROUTE NO. 514)
OLD OREGON TRAIL HIGHWAY
(FAS ROUTE NO. 530)
ARCADIA
GAMBEL ISLANDS
T. 19 S.
NYSSA
PAYETTE CO
CANYON CO
To Boise
BEGINNING OF PROJ
(REVISED)
BRIDGE ISLAND
(FAS ROUTE NO. 530)
(FAS ROUTE NO. 515)
T. 20 S.
(FAS ROUTE NO. 532)
(FAS ROUTE NO. 515)
SNAKE
RIVER

STATE Oregon

PROJECT NO. FAS 70 (Rev)
(Not to be filled in)

Form PR. 1
FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) October 24, 1946

The Federal Works Administrator,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Federal Works Administrator made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Federal Works Administrator under the provisions of the said Acts.

1. Local name of road Cairo Junction-Nyssa Section, Old Oregon Trail Highway

2. Between control points of official description: Idaho State Line, and F.A.R. 58 at Cairo Junction of Nyssa

3. Between intermediate control points if used: Nyssa and

County of Malheur

4. Length in miles (gross) 8.64 (net) 8.64

5. Preliminary estimate of cost: Total, $; section of road to be first next improved, $ 40,000.00

of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which { are / will be } available for construction of section of road to be first improved:

(a) State: Current Income: (Amount.) Chap 175, laws 1917; chap 31, laws 1920; chap 529, laws 1939. (Source; refer to statute.)

(b) County (Amount.) (Source; refer to statute.)

16—14904

PROJECT NO.
STATE

7. Funds for maintenance to be provided by [redacted] (State or (and) county.), from the following sources: [redacted] (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: [redacted]

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

[redacted] (Official title of Highway Department.)

By [redacted] (Title of officer.)

By [redacted] (Title of officer.)

By [redacted] (Title of officer.)

U. S. GOVERNMENT PRINTING OFFICE 16—14964

30-8305 Meacham sanding materials project
on the Old Oregon Trail 1948
2966

RECEIVED
APR 20 1949
FOR FILING

7,155

30-8305

2966

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 19, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	10	2966	3 & 4 Final	Holmes Bros.	371.54	342596	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Accepted and time extension without penalty.

RLW

POSTED ON CARD
4-20-49 GR

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
DEC 17 1948
FOR FILING
30-8305
2966

December 17, 1948

Hartford Accident & Indemnity Co.
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that State Highway Contract No. 2966 for work on the Meacham Section of the Old Oregon Trail Highway, in Umatilla and Union Counties, has been completed by the contractor, Holmes Bros., and that final payment in the amount of $ 371.54 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $10,961.24 and that no force account work was performed therein. This contract was completed on November 5, 1948 but has not as yet been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Hartford Accident & Indemnity Co.
C.A. Wagner Co., Agents
324 S.W. Stark St.
Portland 4, Oregon

NOTED ON CARD
12-17-48 gr

RECEIVED
DEC 13 1948
FOR FILING

30-8305
2966

Jas. Lewis

December 13, 1948

Randall, Perry & Wells
Stangler Building
Pendleton, Oregon

Contract 2966

Gentlemen:

We acknowledge with thanks your letter of December 8 in which you state that you have received payment in full from Holmes Brothers.

This apparently is the claim in the amount of $994.36 filed in this office on November 16, 1948.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/14

NOTED ON CARD
12-13-48 JK

Mrs. Lewis

December 13, 1948

Hartford Accident and Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

We have received a letter from Randall, Penny and Wells of Pendleton, Oregon, in which they state that the account of Wells Service Station has been settled in full.

We presume that this is the claim filed in our office on November 18 in the amount of $934.36 in connection with Contract No. 2966 for the furnishing of surfacing materials on the Meacham Section of the Old Oregon Trail in Umatilla and Union Counties.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 12/14

cc - C. A. Wagner Company
304 Southwest Stark
Portland 4, Oregon

Haines Brothers
Moses Lake, Washington

NOTED ON CARD
12-13-48 JR

W. C. PERRY
WILLIAM W. WELLS

RANDALL, PERRY & WELLS
ATTORNEYS AT LAW
STANGIER BUILDING
PENDLETON, OREGON

TELEPHONE
109

December 8, 1948

2966

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Molls Service Station
vs. Holmes Brothers
Box 382
Richland, Washington

Dear Sir:

Reference is made to my original communication of November 18th, and your reply of November 19th, regarding the account owed by the above contractors on the Meacham Section of the Old Oregon Trail.

This will advise that I have this date received payment in full from Holmes Brothers of the amount due. I am also notifying their bonding company to the same respect.

Thank you for your assistance in this matter.

Yours very truly,

RANDALL, PERRY & WELLS

By William W. Wells

William W. Wells

REFERRED TO
Gentry
BY SECRETARY
Acknowledge and thanks
notify surety + contractor
WWW

NOTED ON CARD
12-8-48 GR

RECEIVED
DEC 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 2 1948
FOR FILING
30-8305
2966

November 30, 1948

Holmes Bryce.
Moses Lake
Washington

Gentlemen:

The State Highway Commission, at its meeting on November 1, 1948, had under discussion your request for an extension of time of 30 days, from October 30 to November 30, 1948, within which to complete your contract No. 2966 for the Meacham Section of the Old Oregon Trail in Umatilla and Union Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
11-30-48 gl

RECEIVED
NOV 29 1948
FOR FILING

30-8305

2966

November 19, 1948

G. A. Wagner Co.
324 S. W. Stark Street
Portland 4, Oregon

REFERRED TO
BY SECRETARY

Gentlemen:

In today's mail the State Highway Commission received a letter from Randall, Perry & Mills, attorneys, Pendleton, Oregon, advising of the claim of their client, Hill's Service Station, Pendleton, against Holmes Bros., state highway contractors. The claim is in the amount of $1,080.92 and is for gasoline and diesel oil furnished Holmes Bros. in connection with their contract, No. 2966, with the Oregon State Highway Commission for furnishing sanding materials for the Meacham Section of the Old Oregon Trail, in Umatilla and Union Counties, Oregon. I attach a copy of the itemized statement of the account.

This information is furnished you inasmuch as the Hartford Accident and Indemnity Company wrote the bond furnished by Holmes Bros. in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HHL:ce
Enc.

cc - Mr. Floyd Query

Hartford Accident and Indemnity Co.
Hartford 15, Connecticut

Holmes Bros.
Box 1237
Richland, Washington

NOTED ON CARD
11-19-48

November 19, 1948

Randall, Perry & Wells
Attorneys at Law
Stanfield Building
Pendleton, Oregon

Attention: Mr. William W. Wells

Dear Mr. Wells:

In your letter of November 18, 1948, you bring to the attention of the State Highway Commission the claim of Moll's Service Station, Pendleton, against Holmes Bros. who have been performing contract work for the State Highway Commission on the Meacham Section of the Old Oregon Trail, particularly, furnishing sanding materials for this section. It is noted that the claim is in the amount of $1,080.92 and represents gas and diesel oil furnished Holmes Bros in connection with this work.

You ask the State Highway Commission to withhold payment to Holmes Bros until this claim has been satisfied, and you also inquire about any bond that may have been furnished by Holmes Bros. to guarantee payment of claims.

I am sorry, but we cannot hold up payments to Holmes Bros. as you request with the information at hand; however, we shall be pleased to give the matter consideration when the time comes to make final payment to Holmes Bros. If the Commission has not been advised of the settlement of the claim between the time the final warrant is ready to deliver, we shall make inquiry concerning it.

In connection with this project, the Highway Commission required Holmes Bros. to furnish a performance bond in the amount of $11,500 to guarantee satisfactory completion of the project and payment of claims in connection therewith. This bond is offered as protection of claims. It was written by the Hartford Accident and Indemnity Co., for whom C. A. Wagner Co, 324 S. W. Stark Street, Portland 4, Oregon, is the local agent. It is suggested that you communicate with the bonding company regarding this claim.

NOTED ON CARD

I would also suggest as a further means of protecting your claim, that official notice be filed in the office of the Secretary of State in conformity with the statutes covering such matters, with which you are familiar.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MJM:ce

NOTED ON CARD
11-19-45

W. C. PERRY
WILLIAM W. WELLS

RANDALL, PERRY & WELLS
ATTORNEYS AT LAW
STANGIER BUILDING
PENDLETON, OREGON

TELEPHONE
109

November 18, 1948

#2966

Oregon State Highway Commission
Salem, Oregon

Re: Moll's Service Station $1080.92
vs. Holmes Brothers
Box 1237
Richland, Washington

Gentlemen:

Mr. A. C. Moll, has requested that I communicate with your office with respect to the above entitled account due and owing from the above named contractor for the Oregon State Highway Commission. It is understood that Holmes Brothers have just completed their work of crushing maintenance rock at Meachem, Oregon, which job was performed through the supervision of the La Grande office of the Highway Department.

The account of my client represents gas and deisel oil furnished by him in the course of work being performed by Holmes Brothers. An itemized statement of the account is attached hereto. No arrangments have been made by the debtors for discharging this account, and no payments received except for the one of $176.56, representing the first issue of supplies to them.

It would be appreciated if your office might postpone payment to them of their balance due, until settlement is made with my client for the supplies furnished by him to complete their work under their contract. It is presumed that they have furnished bond to guarantee payment of their accounts incurred in the performance of their contract.

Your cooperation in this matterwill be sincerely appreciated.

Yours very truly,

RANDALL, PERRY & WELLS

By William W. Wells

William W. Wells

Encl.

RECEIVED
H. B. DLAISYER

NOTED ON CARD
11-19-48

NOTED 20 Ameby
DATE 11-1

RECEIVED
NOV 19 1948
STATE HIGHWAY COMMISSION

STATE

Pendleton, Oregon, 11-18 1948

M. Holmes Bros
Box 1237 Richland Wash.

In Account With

Moll's Service Station

GAS • ACCESSORIES • OIL

1008 S. E. Court Place — Phone 143

9	27	Invoice	#68501	17656	
10	4	"	68527	19266	
10	12	"	68537	17194	
10	19	Recd on acct			17656
10	19	Invoice	68586	18282	
10	23	"	68589	16858	
11	1	"	68613	18282	
11	9	"	68623	10710	
11	17	1-550 gal Tank.		7500	
			Balance	108092	

RECEIVED
NOV 18 1948
FOR FILING

30-8305

November 17, 1948

Hartford Accident and Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

You are advised that the State Highway Commission is about to release Estimate No. 2 payment to Holmes Bros. in connection with contract No. 2966, covering furnishing sanding materials on the Meacham Section of the Old Oregon Trail in Umatilla and Union Counties. This payment, which is in the amount of $9,658.20, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $327.52. The present payment to the contractor will be made on or after November 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Wagner Co., Agent
324 S. W. Stark
Portland 4, Oregon

NOTED ON CARD
11-17-48 gl

RECEIVED
NOV - 3 1948
FOR FILING

308305
+2966

H-af

October 29, 1948

Oregon State Highway Commission

Request for extension of time
No. 19
Last request for November)
and 4 working

Gentlemen:

Herewith a request from Kalmus Bros. for an extension of time on Contract No. 2966, Hamilton, Sanding Materials, on the Old Oregon Trail, from October 30, 1948 to November 30, 1948.

The contractor has had considerable difficulty in securing labor and equipment parts, and the State has not been inconvenienced by the noncompletion of this contract. I would recommend the extension without penalty.

This is a State contract and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

Form B-1—636—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 23, 1948, 19

Section Meacham — Kind of work Sanding Material

Highway Old Ore. Trail — Section prefix 30-8305

Contractor Holmes Bros. — Contract number 2966

Date of Contract Jan. 23, 1948, 19 — Date of completion Oct. 30, 1948, 19

Date work started Sept. 28, 1948, 19 — Estimated date of completion Nov. 30, 1948, 19

Amount of contract $ 11,500 — Per cent of time elapsed 98 %

Estimated cost of completed project, exclusive of engineering $ 11,500

Per cent of contract completed, based on total contract price 60 %

Engineering cost to date $ 150, 19 % — Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor is making all effort to complete this project on time. there is a pretty good chance that he will ~~complete~~ finish on or near the time limit.

Signed O. G. McCourt

Address LaGrande Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			23		
Miles partially completed			23		
Miles completed					
Total estimated quantities			5000		
Estimated quantities moved or placed to date			3000		
Average daily quantities			300		
Average daily quantities necessary to complete project on time			200		
Number shifts per day			2		
Hours per shift			10		
Average force on project for week			4		

Percentages of men employed on contract to be secured from:

..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors ....., Bulldozers 1....., Sheep-foot rollers .....Trucks 1 . . .., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
MAR 4 1948
FOR FILING

30-8305

March 2, 1948

Holmes Bros.
Moses Lake
Washington

Gentlemen:

We enclose herewith a fully executed copy of Contract No. 2966, which was awarded to you on January 23, 1947 by the State Highway Commission, covering the Meacham Section of the Old Oregon Trail in Umatilla and Union Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

RECEIVED
MAR 5 1948
FOR FILING

AGENDA
FEB 2 1948

30-8305
2966

January 26, 1948

Holmes Bros.
Moses Lake
Washington

Gentlemen:

Confirming my telegram to you of January 23, 1948, the State Highway Commission, on January 23, awarded to you the contract for the Meacham Surfacing Materials Project on the Old Oregon Trail, in Umatilla and Union Counties. This award was based on your low bid of $21,900 submitted on December 29, 1947.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encs.

cc - Mr. S. H. Probert
Mr. H. G. Smith
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
B u i l d i n g

57C

Charge to the account of

CLASS OF SERVICE DESIRED	
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

File

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
January 23, 1948
5:30 p.m.

Holmes Bros.
Moses Lake, Washington

Oregon State Highway Commission today awarded you contract for Meacham Sanding Materials Project for which you submitted low bid on December 29, 1947. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec
Charge

1-4213 Austin Junction-Forest Boundary
2967 and Brogan Hill-Brogan Sec. 1948

RECEIVED
OCT 7 1948
FOR FILING

1-4213
2967

October 6, 1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2967 for recoiling on the Austin Junction-Forest Boundary and Brogan Hill Summit-Brogan Section of the John Day Highway, in Grant, Baker and Malheur Counties, has been completed by the contractor, J. C. Compton Co., and that final payment in the amount of $1,077.08 will be made on or after October 16, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $19,060.77, and that no force account work was performed therein. This contract was completed on July 26 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD
10-6-48 gl

RECEIVED
SEP 28 1948
FOR FILING

1-4213

2967

September 21, 1948

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

NOTED
H. B. GLAISYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the J. C. Compton Company, on contract No. 2967, covering re-oiling on Austin Junction-Forest Boundary and Keegan Hill Summit-Keegan Section of the John Day Highway in Grant, Baker and Malheur Counties. This payment, in the amount of $17,983.69, will be made on or after October 1, 1948. The retained percentage is $556.20.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
9-21-48; gl

RECEIVED
MAR 4 1948
FOR FILING

1-4313

March 2, 1948

J. C. Compton Co.
Box 86
McMinnville
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2967, which was awarded to you on February 2, 1948 by the State Highway Commission, covering the Austin Junction-Forest Boundary and Brogan Hill-Summit Brogan Section of the John Day Highway, in Grant, Baker and Malheur Counties.

An executed copy of this contract is Also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 6 1948
FOR FILING
1-4213
2907

February 4, 1948

J. C. Compton Company
Post Office Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on February 3, 1948, awarded you the contract for roofing on the Austin Junction-Forest Boundary and Dregon Hill-Dregon Sections of the John Day Highway in Baker, Grant and Malheur Counties. This award was based on your low bid of $20,245 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - S. H. Probert

S-3(1) Gunnell Rd.-Robertson Br. Sec., 1948
#2968 Rogue River Loop Secon. Hwy.

RECEIVED
JAN 17 1950
FOR FILING

8-3 (1)

2968

Files

M. L. O'Neil & Son
(Contractor)

Contract No. 2968 Est.No. 12-final

Warrant No. 365944 Date 1/11/50
Am't $4,183.59

The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted 11-49

Time Extensions ok-None

Claims None

Remarks:

Date: 1-16-50

Release of the above warrant is hereby authorized.

Warrant mailed, (date) _____

RECEIVED
JAN 10 1950
FOR FILING
3-3(1)

R. H. Baldock

December 22nd, 1949

NOTED

COST ANALYSIS-FINAL REPORT
Gunnell Road-Robertson Bridge
Grading and Oil Mat Surfacing

Contract #2968
~~Prefix 117-1000 S~~ 3(1)

Contractor: M. L. O'Neil & Son
Resident Engineer: Glenn Roberts

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$9,147.30	$10,000.00
Trench Excavation	1,254.95	Cu. Yd.	2.50	2.18	2,735.79	3,137.38
General Excavation Sta. 380+50 - 508	40,946.5	" "	0.33	0.265	10,850.82	13,512.35
General Excavation Sta. 508 - 534	39,257.2	" "	0.33	0.239	9,381.28	12,954.88
General Excavation Sta. 534 - 591	15,947.8	" "	0.33	0.355	5,727.22	5,262.77
General Excavation Sta. 591 - 619	21,811.2	" "	0.33	0.397	8,659.05	7,197.70
Short Overhaul	209,585	Yd. Sta.	0.015	0.02	4,191.70	3,143.78
Long "	1,089.6	C-Yd. Sta.	0.70	0.55	599.28	762.72
Finish Roadbed & Slopes	4.56	Mile	400.00	295.00	1,345.20	1,824.00
Rounding Cutbanks	11,791	Lin. Ft.	0.15	0.13	1,532.83	1,768.65
10" Metal Drain Pipe	930	" "	2.75	1.98	1,840.90	2,557.50
18" Conc. Culvert Pipe	2,118	" "	4.00	3.48	7,370.64	8,472.00
24" " " "	171	" "	5.50	5.16	882.36	940.50
30" " " "	56	" "	7.50	6.94	388.64	420.00
36" " " "	169	" "	9.75	9.31	1,573.39	1,647.75
Rock or Gravel Backfill in Drains	326	Cu. Yd.	4.50	3.87	1,261.62	1,467.00
Class "A" Concrete in Box Culverts	59.89	" "	72.00	53.20	3,222.86	4,312.08
Metal Reinforcements	9,550	Lb.	0.125	0.104	993.20	1,193.75
Wood Sight Posts	50	Each	8.00	4.06	202.95	400.00
Selected Roadbed Topping	21,390	Cu. Yd.	0.75	0.486	10,395.54	16,042.50
Hauling " "	53,530.5	Yd. Mi.	0.15	0.133	7,119.56	8,029.58

	Quantity	Unit	Unit Bid	Cost	Total Cost	Gross Revenue
Granite in Leveling Course & Shlors.	5,429	Cu. Yd.	$0.90	$0.53	$2,877.37	$4,886.10
Hauling Granite	14,691.75	Yd. Mi.	0.15	0.117	1,718.93	2,203.76
Sprinkling	238.25	M-Gal.	2.25	2.10	500.33	536.56
*Sprinkling	118	"	2.25	2.10	247.80	265.50
*Preparation of Base	4.56	Mile	300.00	112.64	513.66	1,368.00
*Furnish & Place Aggregate	1,863	Cu. Yd.	4.50	3.91	7,287.28	8,383.50
* Furnish & Place 151-200 Asphalt	115.15	Ton	42.00	36.40	4,191.46	4,836.30
* Furnish & Place RC-3 or Emulsified Asphalt	56.96	"	44.00	38.45	2,190.11	2,506.24
PA #1, Construct Weep Holes	14	Each	1.00	1.00	14.00	14.00
PA #2, Cement Adjustment, Favor of State	.08	Bbl.	3.88			- .31
PA #3, Purchase of Excess Rock 3/4" - ½"	47.4	Cu. Yd.	2.35	2.35	111.39	111.39
PA #3, Purchase of Excess Rock ½" - ¼"	17.2	"	" 2.35	2.35	40.42	40.42
PA #3, Purchase of Excess Rock ¼" - 0"	69.4	"	" 2.35	2.35	163.09	163.09
PA #4, Purchase of Excess * 151-200 Asphalt Barrelled	5.87	Ton	28.54	28.54	167.53	167.53
PA #5, Extra Wood Sight Posts	10	Each	2.25	2.25	22.50	22.50
Force Account					318.67	346.60
					$109,786.67	$130,897.57

	Gross Revenue	Total Cost	Profit	% of Profit
M. L. O'Neil & Son	$113,370.50	$95,188.83	$18,181.67	16.0%
* J. C. Compton	17,527.07	14,597.84	2,929.23	16.7%
Grand Total	$130,897.57	$109,786.67	$21,110.90	16.1%

Detail of Cost
M. L. O'Neil and Son

Labor:

Supervision		$4,000.00	
Labor		26,099.04	
Labor Insurance		2,257.43	
			$32,356.47

Materials:

10" Metal Drain Pipe	930 lin. ft.	at	$1.31	$1,218.30
10" Bands	48	"	1.75	84.00
18" Concrete Cul. Pipe	2,124 lin. ft.	"	2.47	5,246.28
24" " " "	171 " " "		3.45	589.95
30" " " "	56 " " "		5.04	282.24
36" " " "	165 lin. ft.	"	6.74	1,112.10
Redimix Concrete	58 cu. yd.	"	14.89	863.62
Metal Reinforcements	9,550 lb.	"	0.791	755.41
Water Pipe	316 lin. ft.	"	0.265	83.74
				10,235.64

Equipment Rental & Misc. Supplies:

Equipment Rental Owned	$26,894.42	
" " Hired	5,710.00	
Gas, Oil & Grease	8,921.86	
Lumber	1,172.00	
Move In	3,350.00	
Bond	797.73	
P.L. & P.D. Insurance	376.23	
Home Office & Overhead	3,286.58	
Explosives	103.90	
Misc. Supplies & Repairs	1,984.00	
		52,596.72

Total Cost $95,188.83

Detail of Cost
J. C. Compton

Labor:			
Supervision and Labor		$3,100.18	
Labor Insurance		217.01	
			$3,317.19
Materials:			
Oil Rock	1,863 cu. yd. at $2.35	$4,378.05	
Asphalt RC-3	56.96 tons at $19.00 and $24.00	1,127.79	
Asphalt 151-200	115.15 tons at $16.60	1,911.49	
Freight on RC-3	56.96 tons at $7.97	454.11	
" " 151-200	115.15 tons at $8.60	990.29	
			8,861.73
Equipment Rental & Misc. Supplies:			
Equipment Rental		$1,453.86	
Gas, Oil & Grease		499.52	
Bond		129.42	
P.L. & P.D. Insurance		95.00	
Home Office		125.79	
Misc. Supplies & Repairs		115.33	
			2,418.92
T o t a l C o s t			$14,597.84

Remarks:

This contract was a "Federal Aid Secondary Project" to grade, surface and oil 4.57 miles of highway roadbed on the Rogue River Loop Secondary Highway in Josephine County. The contract was bid and awarded February 2nd, 1948. Work started March 11th, 1948, and was completed July 9th, 1949.

Clearing consisted of oak trees and small second growth fir trees, and was done with one D-6 cat and dozer and one D-8 cat and dozer, and an average crew of 6 men. Work progressed slowly due to wet weather during March, April and May, and a very small profit was realized.

Trench excavation was done with a ½ cu. yd. Insley shovel. This was good material, but a very small profit was realized due to excessive moving of the shovel.

The general excavation was divided into 4 sections, but the contractor bid all sections at the same price. The grading on this project consisted of good cat and scraper material from station 380+50 to 534, but some of the material from station 534 to 619 required ripping, drilling and shooting. Equipment used consisted of one ½ cu. yd. Insley shovel, two D-8 cats and scrapers, four 5 cu. yd. trucks, one 105 cu. ft. compressor and two jackhammers. A good profit was realized on the cat and scraper excavation and a loss suffered on the rocky material, but on the total excavation there was a fair profit.

The selected roadbed topping was hauled from a state-controlled gravel bar located on the east bank of the Rogue River upstream from Robertson Bridge at station 614+00. This topping was hauled to a trap by a D-8 cat and scraper and loaded into ten 4 cu. yd. trucks at the rate of 600 cu. yd. per 8-hour shift and handled on the road by one Galion blade and one roller. A nice profit was made on the topping.

The granite leveling course was obtained from a state-controlled granite deposit located 800 feet west of the highway at station 387+20. This material required light shooting so it could be handled more economically with their small shovel. They averaged 380 cu. yd. per 8-hour shift. Equipment used consisted of one ½ cu. yd. Insley shovel, one 105 cu. ft. compressor, one jackhammer, five 4 cu. yd. trucks, one Galion blade and one roller. A fair profit was made on this granite.

J. C. Compton subcontracted the oiling and made excellent progress, moved his equipment on the job June 11th, and completed the oiling June 18th, 1949. The 151-200 asphalt was purchased and shipped from Richmond, California, to Grants Pass, Oregon. The aggregate was purchased from a commercial gravel plant in Grants Pass and was placed in stockpile by the gravel company at a site cleared by the contractor. Good supervision and equipment resulted in a fair profit on the oiling.

Good supervision and equipment by the contractor and subcontractor resulted in a fair profit on this project.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
DEC 13 1949
FOR FILING

B-3 (1)
2768

December 13, 1949

Great American Indemnity Co.
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2768, covering the Gumsell Road-Robertson Bridge Section of the Rogue River Loop Secondary Highway in Josephine County, has been completed by the contractor, M. L. O'Neil & Son, and that final payment in the amount of $4,183.59 will be made on or after December 23, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $130,897.57, of which amount $3b6.60 represents force account items. This contract was completed on July 9 and accepted by the Highway Commission on August 1, 1949.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD
12-13-49 gf

RECEIVED
AUG 3 1949
FOR FILING

8-3(1)

2968

August 2, 1949

Great American Indemnity Co.
Wells,Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to M.L. O'Neil & Son, on contract No. 2968, covering the Gumsell Road-Robertson Bridge Section of the Rogue River Loop Secondary Highway in Josephine County. This payment, in the amount of $655.54, will be made on or after August 12, 1949. The retained percentage amounts to $3,918.99.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

8-2-49 GL

Form E-1—Rev.—1-48

8-30)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 23rd, 1949

Section Gunnell Road-Robertson Bridge

Kind of work Grading & Oil Mat Surfacing

Highway Rogue River Loop

Section prefix 117-1008

Contractor M.L. O'Neil & Son

Contract number 2968

Date of contract February 2nd, 1948

Date of completion July 31st, 1949

Date work started March 11th, 1948

Estimated date of completion July 9th, 1949

Amount of contract $132,956.00

Per cent of time elapsed 98.53 %

Estimated cost of completed project, exclusive of engineering $131,521.08

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $9,750.00, 7.32 %

Date project was completed July 9th, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed final estimate and expressed same to Division Office

NOTED
E. M. BOOTH

Signed E. Roberts

Address P.O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Dates of Completion Oct. 23/48 Oct. 30/48 June 20/49

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.56	4.56		4.56	
Miles partially completed	None	None		None	
Miles completed	4.56	4.56		4.56	
Total estimated quantities	118,143	21,390		1,863 Cu. Yds. 172 Tons Oil	
Estimated quantities moved or placed to date	118,143	21,390		1,863 Cu. Yds. 172 Tons Oil	
Average daily quantities Past Week	None	None		None	
Average daily quantities necessary to complete project on time	None	None		None	
Number shifts per day	----	----		----	
Hours per shift	----	----		----	
Average force on project for week	----	----		----	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	Warm		
Saturday			

RECEIVED
JUL 25 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 18 1949
FOR FILING
8-3 (1)
2968

July 18, 1949

Wells, Reed & Hutchings,
Great American Indemnity Co.
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to M.L. O'Neil & Son a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2968 covering the Gunnell Road-Robertson Bridge Section of the Rogue River Loop Secondary Highway in Josephine County. This payment, which is in the amount of $26,477.53, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $3,898.71. The present payment to the contractor will be made on or after July 28, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

NOTED ON CARD
7-18-49 gl

RECEIVED
JUL 14 1949
FOR FILING

J-3(1)

2968

July 13, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 9, 1949 on Contract No. 2968, Sumpter-Dooley Bridge Section, in connection with Federal Aid Project No. 8-J (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ga
cc to John Cotterill

RECEIVED
FEB 4 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S-3(1)

October 6, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Oregon Project S-3(1)
Gunnell Road-Robertson Bridge Section
Rogue River Loop Highway.

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

For

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

Form [illegible] (Revised 1946)

BPR 7522

State Oregon

Federal Aid Secondary

Project No. S-3(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 16th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 13th day of January, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eighty-eight thousand and 00/100

dollars ($ 88,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11570-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1929; Chapter [illegible] Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 380+50 in the NW 1/4 Section 18, T. 36 S., R. 6 W., Wills., and survey station 619+30.6 in the NE 1/4 Section 26, T. 35 S., R. 7 W., Wills., without exception

, length 4.563 miles, in Josephine County, being Oregon Federal Aid Secondary project No. S-3(2), consisting of 4.363 miles of roadway and 20 bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ eighty-eight thousand and 00/100 _____ dollars ($88,000.00), which does not exceed the authorized Federal pro rata share of _____ one hundred forty-six thousand two hundred fifty-one and 60/100 _____ dollars ($146,251.60), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____
(Include reference to statute authorizing
_____ Chapter 382, Laws 1939. _____
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By T H Banfield

[redacted]
(Title of officer)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

By _____

[redacted]
(Title of officer)

By Ben R Loveless

[redacted]
(Title of officer)

Attest

SECRETARY

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11870-8

RECEIVED
OCT 5 1948
DISTRICT

RECEIVED
DEC 22 1948
FOR FILING

53(1)

August 20, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Gunnell Road-Siberian Bridge Section, Project No. S-3 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/ps

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-3 (1)

[redacted] ROAD-[redacted] BRIDGE SECTION

OF THE ROGUE RIVER LOOP HIGHWAY IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Roadway (Sta. 380/50 to 619/30)

All Required		Clearing and Grubbing		$ 10,000.00
1,000	cu. yds.	Trench Excavation	$ 2.50	2,500.00
43,000	cu. yds.	General Excavation, Unclassified (Sta. 380/50 to 508)	0.33	14,190.00
46,300	cu. yds.	General Excavation, Unclassified (Sta. 508 to 534)	0.33	15,279.00
21,500	cu. yds.	General Excavation, Unclassified (Sta. 534 to 591)	0.33	7,095.00
21,600	cu. yds.	General Excavation, Unclassified (Sta. 591 to 619/30)	0.33	7,128.00
264,000	yd. stas.	Short Overhaul	0.015	3,960.00
1,600	C-yd. stas.	Long Overhaul	0.70	1,120.00
4.57	miles	Finishing Roadbed and Slopes	400.00	1,828.00
13,000	lin. ft.	Rounding Cutbanks	0.15	1,950.00
480	lin. ft.	10" Perforated Corr. Metal Drain Pipe, Coated	2.75	1,320.00
2,200	lin. ft.	18" Concrete Pipe	4.00	8,800.00
180	lin. ft.	24" Concrete Pipe	5.50	990.00
50	lin. ft.	30" Concrete Pipe	7.50	375.00
180	lin. ft.	36" Concrete Pipe	9.75	1,755.00
120	cu. yds.	Rock or Gravel Backfill in Drains	4.50	540.00
60	cu. yds.	Class "A" Concrete in Box Culvert	72.00	4,320.00
8,200	lbs.	Metal Reinforcement	0.125	1,025.00
50	only	Wood Sight Posts	8.00	400.00
20,000	cu. yds.	Selected Roadbed Topping	0.75	15,000.00
50,000	yd. mi.	Hauling Roadbed Topping	0.15	7,500.00
5,400	cu. yds.	Granite in Leveling Course and Shoulders	0.90	4,860.00
14,000	yd. mi.	Hauling Granite	0.15	2,100.00
600	M-gals.	Sprinkling	2.25	1,350.00
4.57	miles	Preparation of Base	300.00	1,371.00
1,800	cu. yds.	Furnishing and Placing Aggregates	4.50	8,100.00

150 tons	Furnishing and Placing 120-200 Asphalt			
40 tons	Furnishing and Placing RC-3 or Emulsified Asphalt		$ 42.00	$ 5,460.00
			44.00	2,640.00
		Subtotal		$132,976.00
		10% Engr. & Cont.		13,295.60
		Total		$146,271.60
	Length	4.963 miles		
	Cost per mile	$29,481.60		

Federal Secondary Funds - - -

RECEIVED
MAR 29 1948
FOR FILING

S-3(1)

March 22, 1948

Mr. F. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work #805 covering the moving of two power poles at Stations 379+60 and 381+30 on the Grants Pass-Roberson Bridge Section of the Rogue River Loop Highway in Josephine County, Contract No. 4968, in connection with Federal Aid Project No. S-3 (1).

It is necessary to move these poles which, in their present location, will interfere with construction. They are located on private or leased property.

Work is to be done by the California Oregon Power Company forces.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

WCW:md

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MAR 16 19[illegible]
FOR FILING
S-3(1)

March 12, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 11, 1948 on Contract No. 2948, Cornell Road-Robertson Bridge Section in connection with Federal Aid Project No. S-3 (1).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:ow

RECEIVED
MAR 9 1948
FOR FILING

S-3(1)

March 8, 1948

M. L. O'Neil & Son
375 Horn Lane
Eugene
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2968, which was awarded to you on February 2, 1948 by the State Highway Commission, covering Gunnell Road-Robertson Bridge Section of the Rogue River Loop Secondary Highway, in Josephine County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
FEB 6 1948
FOR FILING
S-30)
2162

February 4, 1948

M. L. O'Neil & Sons
375 Horn Lane
Eugene, Oregon

Gentlemen:

The State Highway Commission on February 2, 1948, awarded you the contract for grading, surfacing and oiling on the Gunnell Road-Robertson Bridge Section of the Rogue River Loop Secondary Highway in Josephine County. This award was based on your low bid of $132,956 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

RECEIVED
MAR 3 1948
FOR FILING
OREGON DISTRICT
5-3(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-3(1), Gunnell Road-Robertson Bridge Section of the Rogue River Loop Secondary Highway, to M. L. O'Neil and Sons, Eugene, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 5 1948
OREGON
STATE HIGHWAY COMMISSION

Jon

RECEIVED
MAR 3 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

S-3(1)

January 13, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-3(1), Gunnell Road - Robertson Bridge Section of the Rogue River Loop Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld until all right-of-way or rights-of-entry have been secured.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19 1948
OREGON
STATE HIGHWAY COMMISSION

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DEC 22 1948
FOR FILING

53(1)

January 9, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Gunnell Road-Robertson Bridge Section, Project No. S-3 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWM:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-3 (1)

[illegible] ROAD-[illegible] BRIDGE SECTION

OF THE ROGUE RIVER LOOP HIGHWAY IN JOSEPHINE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 9, 1948

Roadway (Sta. 380+50 to 619+30)

All Required		Clearing and Grubbing		$ 10,000.00
1,000	cu. yds.	Trench Excavation	$ 3.00	3,000.00
43,000	cu. yds.	General Excavation, Unclassified (Sta. 380+50 to 508)	0.30	12,900.00
46,300	cu. yds.	General Excavation, Unclassified (Sta. 508 to 534)	0.50	23,150.00
21,500	cu. yds.	General Excavation, Unclassified (Sta. 534 to 591)	0.30	6,450.00
21,600	cu. yds.	General Excavation, Unclassified (Sta. 591 to 619+30)	0.75	16,200.00
264,000	yd. sta.	Short Overhaul	0.02	5,280.00
1,600	C-yd. sta.	Long Overhaul	0.50	800.00
4.57	miles	Finishing Roadbed and Slopes	450.00	2,056.50
13,000	lin. ft.	Rounding Cutbanks	0.15	1,950.00
480	lin. ft.	18" Perforated Corr. Metal Drain Pipe, Coated	2.00	960.00
2,200	lin. ft.	18" Concrete Pipe	3.00	6,600.00
180	lin. ft.	24" Concrete Pipe	4.50	810.00
50	lin. ft.	30" Concrete Pipe	7.00	350.00
180	lin. ft.	36" Concrete Pipe	9.50	1,710.00
120	cu. yds.	Rock or Gravel Backfill in Drains	4.00	480.00
60	cu. yds.	Class "A" Concrete in Box Culvert	50.00	3,000.00
8,200	lbs.	Metal Reinforcement	0.10	820.00
50	only	Wood Sight Posts	6.00	300.00
20,000	cu. yds.	Selected Roadbed Topping	0.50	10,000.00
50,000	yd. mi.	Hauling Roadbed Topping	0.15	7,500.00
5,400	cu. yds.	Granite in Leveling Course and Shoulders	0.75	4,050.00
14,000	yd. mi.	Hauling Granite	0.15	2,100.00
600	M-gal.	Sprinkling	3.00	1,800.00
4.57	miles	Preparation of Base	200.00	914.00
1,800	cu. yds.	Furnishing and Placing Aggregates	4.50	8,100.00

130 tons	Furnishing and Placing 121-200 Asphalt		$ 37.00	$ 4,810.00
60 tons	Furnishing and Placing RC-3 or Emulsified Asphalt		37.00	2,220.00
		Subtotal		$136,310.90
		10% Engr. & Cont.		13,831.05
		Total		$152,141.55
	Length	4.567 miles		
	Cost per mile	$ 33,313.23		

Federal Secondary Funds-	$ 67,000.00
State Funds-	85,141.55
	$152,141.55

CUSHELL ROAD-ROBERTSON BRIDGE SECTION

PROJECT NO. S-3 (1)

While negotiations for rights of way are in progress, two parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be made fully available within twenty-one days.

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

January 9, 1948

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5301

February 9, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of right of way statement for the Gunnell Road-Robertson Bridge Section, Project No. S-5(1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

[redacted]

PROJECT NO. S-3 (1)

All necessary rights of way have been acquired for this project.

H. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

February 2, 1948

FAP-FGI-301(4) Troutdale O'Xing of Union Pacific Tracks, Columbia River Hwy. 1948

#2969

RECEIVED
JAN 30 1951
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

F 11 3 01 (4)

November 7, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 30 regarding the final voucher for Oregon Project No. FG301(4), Troutdale Overcrossing.

We are enclosing a copy of a statement from our Chief Accountant indicating adjustments made in the amount payable on the railroad bill. As noted in Item 9 of the statement, deduction of the ineligible items did not affect the net amount of Federal funds claimed on the voucher.

Very truly yours,

T. M. DAVIS
District Engineer

Encl.

RECEIVED
NOV 8 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 1 - 1950
FOR FILING

FG-301(4)

October 30, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the final voucher submitted in the amount of $16,965.00 for the Troutdale Overcrossing, Project No. FG-301 (4).

While final payment has been received without reduction, we will appreciate a copy of the exceptions, if any, which were taken in your audit of the Union Pacific Railroad Company's bill for work performed by their forces on the project.

It is necessary for us to have this information in making final payment to the railroad company, since our agreement with them provides for reimbursement for the cost of their work be limited to that allowed by you under the regulations set forth in your General Administrative Memorandum No. 299.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:ga

RECEIVED
APR 1 1950
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
76-301(4)

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 15, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FG-301(4)
Troutdale Overcrossing

Dear Sir:

Enclosed for your files is an executed copy of the modification of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon Federal Aid Railway-Highway Project No. FG-30[illegible]4) WASpr 7518

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 14, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Railway-Highway Project No. FG-301(4); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $38,000.00 to $45,800.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of forty-five thousand, eight hundred and 00/100 dollars ($45,800.00), as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-five thousand, eight hundred and 00/100 dollars ($45,800.00), which does not exceed the authorized Federal pro rata share of fifty-one thousand, nine hundred seventy-five and 00/100 dollars ($51,975.00), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 20, 1950.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer
U. S. Bureau of Public Roads

Oregon Federal Aid Railway-Highway Project No. FG-301(4).

RECEIVED
APR 7 - 1950
FOR FILING

75-301 (4)

February 3, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Troutdale Overcrossing, Project No. FG-301 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 1, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Primary Highway Program (Previous Program) | (Date of Approval)

COUNTY Multnomah | FA or FAS Route No. FA-39

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	62	FG-301 (4)	U.P.R.R. Hwy. Conn. to Troutdale	Survey-Plans					Overhead grade separation U.P.R.R.
				Right-of-Way					
				Construction	51,975	38,000	13,975		
				Total	51,975	38,000	13,975	.04	
Requested Revision	62	FG-301 (4)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	51,975	45,800	6,175		
				Total	51,975	45,800	6,175	.04	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Increase Federal funds to represent more nearly the permissible prorata amount.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

Oregon State Highway Department

Federal Aid Highway-Railway
Project No. FS-301 (4)

TROUTDALE OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 24, 1950

State Item No. 3121

Structure

All Required		Shoring, Cribbing, Etc.		$ 3,500.00
200	cu. yds.	Structural Excavation	$ 6.00	1,200.00
20	cu. yds.	Structural Excavation Below Elevations Shown	15.00	300.00
450	cu. yds.	Class "A" Concrete	49.00	22,050.00
112,000	lbs.	Metal Reinforcement	0.10	11,200.00
450	lin. ft.	Metal Handrail	10.00	4,500.00
				$42,750.00
All Required		Work To Be Performed by Union Pacific Company's Forces		4,500.00
			Subtotal	$47,250.00
			10% Engr. & Cont.	4,725.00
			Total	$51,975.00
		Length of Structure	0.040 mile	

Federal Aid Funds - $45,800.00
State Funds - 6,175.00

$51,975.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eg-301(4)

Salem, Oregon
February 26, 1947

To: Files

SUBJECT: L 1425
Treutdale Overcrossing

Hearing on the application of the Highway Commission in this matter was held before Mr. David Don, sitting as Special Examiner for the Public Utilities Commissioner, at the office of the Public Utilities Commissioner, 625 N. E. Oregon Street, Portland, at 10:00 a. m. on Tuesday, February 25, 1947.

The Highway Commission was represented by J. W. DeSouza, and Messrs. H. G. Smith, G. S. Paxson, and F. B. Crandall were placed on the stand as witnesses.

Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company were represented by Mr. F. J. Betz. Mr. R. C. Bessinger, Assistant Engineer, and Mr. A. McCallister, Assistant Superintendent, both employed by Union Pacific Railroad Company, were placed on the stand.

No controversies developed during the hearing, and unquestionably an order will issue in due course in accordance with the petition of the Highway Commission. There was some discussion relative to collision wall and drainage features in the structure and the possible change of a railroad signal. It was agreed, however, that all of these matters can be satisfactorily worked out during construction.

It was specifically stated by Mr. Paxson on the stand that the certificate of the Highway Department to the Public Roads Administration would indicate that in the opinion of the Commission there are no benefits to accrue to railroad companies by reason of the overcrossing construction.

JWD:AW
cc Mr. R. M. Baldock
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. W. C. Williams

J. W. DeSOUZA
Assistant Counsel

State Highway Engineer
RECEIVED

RECEIVED
FEB 3 1949
FOR FILING

FAP-7(1)-301(4)

2969

February 2, 1949

General Casualty Co.of America
Mansfield & Co., Agents
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No.2969, covering the Troutdale Overcrossing on the Columbia River Highway in Multnomah County, has been completed by the contractor, Birkemeier & Sarumal, and that final payment in the amount of $4,605.41 will be made on or after February 12, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $40,929.16, and that no force account work was performed on the project. This contract was completed October 6 and accepted by the Commission December 20, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD

2-2-49 gl

RECEIVED
NOV 30 1948
FOR FILING

FAP-7(6)I-301 (4)
1969

November 30, 1948

Mittemeier & Sarsenal
308 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 30 days, from September 15 to October 15, 1948, within which to complete your contract No. 2268 for the Irrotchble Overcrossing on the Columbia River Highway, in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl

cc: A. G. Shelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
11-30-48

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FEB 4
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

Fg-301(4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FG-301(4)
Troutdale Overcrossing
Multnomah County.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 22 1948
OREGON
STATE HIGHWAY COMMISSION

For

RECEIVED
FEB 4
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 2000
PORTLAND 8, OREGON

September 21, 1948

Fg-301(4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FG-301(4)
Troutdale Overcrossing
Multnomah County.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 2[illegible] 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WAS pr 7548

State Oregon

Federal Aid Highway Project No. FS-701(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1945, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 18th day of April, 19 45, a project statement, which was approved on the 13th day of June, 19 45, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 15th day of January, 19 45; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-eight thousand and 00/100 dollars ($ 38,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11279-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 51, Laws 1933; Chap 329, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+65 and survey station 3+81.5, all in the NW 1/4, Section 25, T. 1 S., R. 3 E., W.M., without exception,

, length 0.6(6) miles, in [redacted] County, being Oregon Federal Aid [redacted] project No. [redacted], consisting of [redacted] roadway and [redacted] bridges, each of more than 20 feet clear span, [redacted] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ thirty-eight thousand and 00/100 _____ dollars ($ [redacted]), which does not exceed the authorized Federal pro rata share of _____ fifty-one thousand, nine hundred seventy-five and 00/100 _____ dollars ($ [redacted]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

_____ Chapter 72, Laws 1939 _____

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 132.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted] STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By [redacted]
[redacted], State Highway Commission
(Title of officer)

By [redacted]
(Title of officer)

By [redacted]
(Title of officer)

Attest
[redacted]
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [redacted]
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11279-2

RECEIVED SEP 20 1948 OREGON DISTRICT

RECEIVED
SEP 17 1943
FOR FILING

FAP-7(1)-301(4)

2969

September 13, 1943

Request for Extension of Time
No. 1
November 3 and 4 meeting.

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Time Extension on Roadside Overgrowing in Multnomah County, Mt. Hood & Pioneer, Contractors, Contract No. 2969

Herewith copy of a request for an extension of time on the above project from September 15, 1943 to October 15, 1943.

Work on this project was delayed because of the inability of the Union Pacific Company to do certain work which they had agreed to do on the project. Their delay was occasioned by the June flood, which required all of their personnel for emergency repairs to their railroad.

It is recommended that the extension be granted without penalty to the contractor. A copy of the concurrence of the Public Roads Administration to this recommendation is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CWP GH
cc R. H. Baldock
W. C. Williams
E. E. Ellsinger
G. S. Paulson
W. A. Reeves

FGI-301(4)

#2969

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

March 9, 1948

P. O. BOX 2000
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the sketch map for Oregon Project FAP 301, revised, Portland-Troutdale Section of the Columbia River Highway, approved by this office on January 19, 1948.

We had considered the road connection between the old and new locations of Federal-aid Route No. 1 as not being on the system with construction on that section being incidental to work on Federal-aid Project 301. However, it has now come to our attention that this spur should be considered a part of F.A. Route No. 39 and its length should be included in the above project.

In order to avoid delay in processing of documents for Project FGI-301(4), the red coloring on the sketch map has been extended to include the spur. The south end at the junction with original F.A. Route No. 1 has been indicated as an additional terminus of Federal-aid Project 301, revised. Please make these changes on your copies of the records.

Work on the connecting spur should not be given the "I" prefix since it is not on the Interstate System. Accordingly, it is requested that you change the designation of the overcrossing project to FG-301(4) on your records and use the new designation on future submissions of documents in connection with work on the spur.

Very truly yours,

W. H. LYNCH
Division Engineer

copy to proberb

RECEIVED
MAR 10 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 9 1948
FOR FILING

ERP-FgI-301(4)

March 8, 1948

Birkemeier & Saremal
301 Lewis Bldg.
Portland 4
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2969, which was awarded to you on February 2, 1948 by the State Highway Commission, covering the Troutdale Overcrossing on the Columbia River Highway in Multnomah County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Rec'd

RECEIVED
FEB 6 1948
FOR FILING

FAP-FG1-
301(4)
2767

February 4, 1948

Birkemeier & Jarvenal
301 Lewis Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission on February 2, 1948, awarded you the contract for the Troutdale Overcrossing of the Union Pacific Tracks on the Columbia River Highway in Multnomah County. This award was based on your low bid of $42,733 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. M. Probert
Mr. G. S. Paxson

RECEIVED
MAR 3 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

FAP
FGI-301(4)

February 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of today in the award of contract on Oregon Project No. FAP-FGI-301(4), the Troutdale Overcrossing of Union Pacific Tracks on the Columbia River Highway, to Birkemeier and Saremal, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 5 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 4 1940
FOR FILING

FG-301(4)

July 27, 1939

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Troutdale Section, Project FG-301 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gs

Encl.

Oregon State Highway Department

Federal Aid Highway-Railway
Project No. FG-30L (A)

TROUTDALE OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1940

Estimate

All Required		Shoring, Cribbing, Etc.		$ 3,500.00
200	cu. yds.	Structural Excavation	$ 6.00	1,200.00
20	cu. yds.	Structural Excavation Below Elevations Shown	15.00	300.00
450	cu. yds.	Class "A" Concrete	49.00	22,050.00
112,000	lbs.	Metal Reinforcement	0.10	11,200.00
450	lin. ft.	Metal Handrail	10.00	4,500.00
				$42,750.00
All Required		Work To Be Performed by Union Pacific Company's Forces		4,500.00
			Subtotal	$47,250.00
			10% Engr. & Cont.	4,725.00
			Total	$51,975.00
		Length of Structure	0.040 mile	

Federal Aid Funds	$38,000.00
State Funds	13,975.00
	$51,975.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

FOR FILING

March 9, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the sketch map for Oregon Project PAP 301, revised, Portland-Troutdale Section of the Columbia River Highway, approved by this office on January 19, 1948.

We had considered the road connection between the old and new locations of Federal-aid Route No. 1 as not being on the system with construction on that section being incidental to work on Federal-aid Project 301. However, it has now come to our attention that this spur should be considered a part of F.A. Route No. 99 and its length should be included in the above project.

In order to avoid delay in processing of documents for Project PRI-301(4), the red coloring on the sketch map has been extended to include the spur. The south end at the junction with original F.A. Route No. 1 has been indicated as an additional terminus of Federal-aid Project 301, revised. Please make these changes on your copies of the records.

Work on the connecting spur should not be given the "F" prefix since it is not on the Interstate System. Accordingly, it is requested that you change the designation of the overcrossing project to PR-301(4) on your records and use the new designation on future submissions of documents in connection with work on the spur.

Very truly yours,

W. E. LINCK
Division Engineer

January 9, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Troutdale Overcrossing, Project No. FOI-301 (4).

Six bid proposals and six sets of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department

Federal Aid Highway-Railway
Project No. FAR-301 (4)

TROUTDALE OVERCROSSING

IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 5, 1948

Structure

All Required		Shoring, Cribbing, Etc.		$ 3,000.00
200	cu. yds.	Structural Excavation	$ 5.00	1,000.00
20	cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
450	cu. yds.	Class "A" Concrete	60.00	27,000.00
112,000	lbs.	Metal Reinforcement	0.11	12,320.00
450	lin. ft.	Metal Handrail	10.00	4,500.00
				$48,020.00

Work to be Performed by Union Pacific Company's Forces

All Required	Furnish and Install Guardrail	$ 300.00
All Required	Remove and Re-establish Signal and Telegraph Lines	2,300.00
All Required	Relocate and Revise Existing Block System	900.00
All Required	Possible Additional Alteration of Railroad Facilities	1,000.00
		$ 4,500.00

Subtotal	$52,520.00
10% Engr. & Cont.	5,252.00
Total	$57,772.00

Length of Structure 0.040 mile

Federal Aid Funds	$38,000.00
State Funds	19,772.00
	$57,772.00

x 3,000 x

TROUTDALE OVERCROSSING

PROJECT NO. FGY-701 (4)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 9, 1948

RECEIVED
FOR FILING

Eq-301(4)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 21, 1948

SUBJECT: L 1309

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

L

Dear Mr. Williams:

Hearing on the Sundial Undercrossing near Troutdale has been set by the Public Utilities Commissioner for Tuesday, June 29, 1948, at 10:00 A. M., Daylight Savings Time, at the office of the Public Utilities Commissioner, 625 N. E. Oregon Street, Portland.

I would like to have Mr. Smith, Mr. Paxson, and Mr. Crandall present to testify at the hearing.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
cc - G. S. Paxson
H. G. Smith
F. B. Crandall
A. G. Skelton
G. W. Neuner

NOTED
W. C. WILLIAMS

L

28-8301 Wasco-Grass Valley Rock Production
2970 Project, Sherman Hwy. 1948

RECEIVED
JUN 29 1949
FOR FILING

28-8301

2970

June 24, 1949

COPY

M. H. Hawke

Attention: Carl F. Smith

Attached hereto is a copy of a letter which I have received from the American Surety Company, surety on the bond furnished by Lofts and Son in connection with their contracts, Nos. 2970 and 2971, for rock production on the Wasco-Grass Valley Section of the Sherman Highway, and for rock production on the Kent-Cow Canyon Junction Section of the same highway. You will note that the surety consents to the release of all funds due, or to become due Lofts and Son, without prejudice to the bond, notwithstanding that there are a number of claims on file against them. You may therefore consider this letter as your authority to release such payments. This matter has been discussed with Mr. J. M. Devers, Chief Counsel, and it is in conformity with his instructions.

Incidentally, the final payment has already been made in connection with Contract No. 2971, and it is my understanding that the final payment is the only one remaining in connection with Contract No. 2970.

Secretary

HBG:ts

June 21, 1949

COPY

Mr. J. R. Mumma
Special Agent
American Surety Company
725 Yeon Bldg.
Portland, Oregon

Dear Mr. Mumma:

In your letter of June 21, 1949, you inform the State Highway Commission that you have no objection to releasing to Lofts and Son all payments due, or to become due them in connection with their contract with the State Highway Commission, notwithstanding the fact that there are claims outstanding against their work. Your consent was given without prejudice to the bond, which you furnished in connection with the contract work which they performed for the Commission.

This note is to inform you that we are honoring your request. Instructions have been given to our Auditor to release further payments to Lofts and Son in connection with the contracts which they still have outstanding.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Lofts & Son
Bridge Road
Hood River, Oregon

cc - M. H. Hawke (Att: Carl Smith)

AMERICAN SURETY COMPANY
OF NEW YORK

C
O
P
Y

Portland Branch office - 725 Yeon Building
522 S. W. Fifth Avenue Telephone AT9438

June 21, 1949

Oregon State Hiway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

In confirmation of our telephone conversation of this date please be advised that notwithstanding the outstanding claims against Mr. Lofts, it will be satisfactory for you to release all payments to him. This in no way will prejudice our bond.

Thanking you for your attention to this matter we remain,

Very truly yours,

/s/ J. R. Mumma

J. R. Mumma
Special Agent

m/s

Original letter filed in Contract No. 2970.

RECEIVED
MAY 31 1949
FOR FILING

28-8301

297.0

May 27, 1949

Mr. David A. Lewis, Assistant Manager
American Surety Company of New York
735 Yeon Building
Portland 4, Oregon

Dear Sir:

Attached hereto is a copy of a letter from Koerner, Young, Scott & McClintock, attorneys, advising that a claim by Standard Oil Company of California against Lofte and Son, Contract No. 2770, for rock production on the Hanco-Grass Valley Section of the Sherman Highway in Sherman County has not been paid.

This information is provided as the American Surety Company of New York appears as surety on the bond executed in connection with Contract 2770.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:ml
Attach.

cc - Butler & Hoevelmer Agency
214 Cascade Building
Hood River, Oregon

Lofte & Son
Bridge Road
Hood River, Oregon

RECEIVED
MAY 31 1949
FOR FILING

28-8301

2970

May 27, 1949

Koerner, Young, Swett & McCulloch
800 Pacific Building
Portland 4, Oregon

Gentlemen:

We have your letter of May 25 in which you advise that the claim of Standard Oil Company in the amount of $2116.90 is still unpaid.

This is in connection with Contract No. 2970 with Lofte and Son for rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County. At the present time, semi-final payment in the amount of $1,710.86 and final payment in the amount of $830.09 is being held up pending notice to this office of satisfactory settlement of claims.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

2970

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

May 25, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

On May 12, 1949, we answered your letter of the previous day and advised that the $2,116.90 balance account of Standard Oil Company of California, claimant, against bond of Lofts and Son under highway contract No. 2970 had not been paid. Inquiry of client this day discloses that the claim is still wholly unpaid.

Please advise as to present status.

Very truly yours,

Koerner, Young, Swett & McColloch

Original $1110.86
Final 830.09

RECEIVED
MAY 26 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY
balance owing.
need copy of
contract

RECEIVED
MAY 26 1949
FOR FILING

28-8301
2970

May 20, 1949

Baker Machinery Company
4136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

In reply to your letter of May 13 regarding your claim against Lofts and Son in the amount of $6,434 on Contract 2970, we can advise that the final payment on this job is $830.09.

The Chief Accountant has been requested to withhold final payment until we have been notified of satisfactory adjustment of claims against this job.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Malcolm H. Hawke
Chief Accountant

NOTED ON CARD

Balzer Machinery Co.

2136 S. E. MORRISON AVENUE, PORTLAND 14, OREGON • PHONE EA. 2145

• EQUIPMENT •
FOR LOGGERS AND
CONTRACTORS

Ohio Locomotive Crane Co.
Locomotive Cranes
Northwest Engineering Co.
Power Shovels
Chicago Pneumatic Tool Co.
Air Compressors
Pacific Wire Rope Co.
Wire Rope
Lippmann Engineering Works
Crushing Equipment
Traylor Eng. & Mfg. Co.
Crushing Equipment
Murphy Diesel Co.
Diesel Engines
Vulcan Iron Works
Pile Driver Hammers
Screen Equipment Co.
Vibrating Screens
Pettibone-Mulliken Corp.
Crawler Tractors
Heiser Machine Works
Portable Boilers
Wayne Crane Division
Rubber Mounted Shovels
George Haiss Mfg. Co.
Bucket Loaders

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

May 13, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

In reply to your letter of May 11 with reference to claim, which we filed with the Secretary of State against Lofts & Son on Contract No. 2970, this is to inform you that this claim has not been paid.

Would you be kind enough to tell us the amount of the final payment on this contract mentioned in the last paragraph of your letter? 8830.09

Very truly yours,

BALZER MACHINERY COMPANY

R. L. Balzer
Partner

mff

NOTED ON CARD
5-16-49

REFERRED TO
SECRETARY

RECEIVED
MAY 16
STATE HIGHWAY COMMISSION

RECEIVED
MAY 19 1949
FOR FILING

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORRETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. BLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

May 12, 1949

28-8301
2970

State Highway Commission
Salem, Oregon

Gentlemen:

Answering your letter of May 11, 1949, referring to State Highway Contract No. ~~2970~~ with Lofts and Son and claim of Standard Oil Company of California in the sum of $2116.90, filed against surety bond, no payment as of this date has been made on the claim as filed.

Very truly yours,

Koerner, Young, Swett & McColloch

NOTED
H. B. GLAISYER

RECEIVED
MAY 13 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Query — Mrs Lewis
BY SECRETARY

noted on card

NOTED ON CARD
5-13-49 gf

RECEIVED
MAY 10 1949
FOR FILING

28-8301

2970

May 11, 1949

Balser Machinery Co.
2136 S. E. Eighth Ave.
Portland 14
Oregon

Gentlemen:

On May 3, 1949 you filed a claim with the Secretary of State against Lofts & Son on contract No. 2970, for rock production on the Wasco-Grass Valley Section of the Sherman Highway, being for rental of rock crushing equipment and supplies in the sum of $6,454.00.

Will you please advise this office immediately as to whether or not the above claim has been paid as the final payment on this job is now ready to be made to the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 10 1940
FOR FILING
28-8301
2970

May 11, 1940

Koerner, Young, Swett & McCulloch
600 Pacific Building
Portland 4, Oregon

Gentlemen:

Will you please advise as to whether or not the claim of your client, Standard Oil Company of California, has been paid. This claim was filed with the Secretary of State on April 30, 1940 against Lofts & Son on contract No. 2970, for rock production on the Wasco-Grass Valley Section of the Sherman Highway, in the sum of $2,116.90.

As the final payment for work on this job is now ready to be made to the contractor it is necessary that we hear from you immediately.

Respectfully yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

RECEIVED
MAY 10 1949
FOR FILING
28-8301
297-

May 11, 1949

American Surety Co. of New York
David A. Lewis, Asst.Manager
705 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No.2970, for rock production on the Kane0-Grass Valley Section of Shaniko-Kingsley Highway in Sherman County, has been completed by the contractor, Lofts & Sam, and that final payment in the amount of $830.00 will be made after acceptance by the Commission, providing outstanding claims have been satisfied and this office advised.

There is a claim filed against this project by Standard Oil Co. and one by the Baker Machinery Co., of which you have been previously notified.

For your information we wish to advise that the total contract amount is $15,559.78, and that no force account work was performed on the project. This contract was completed on March 31, 1949 but has not been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

cl Secretary

cc: American Surety Co.of New York
Butler & Hershner Agency
214 Cascade Bldg.
Bend River, Oregon

Lofts & Sam

H. H. Hanna

NOTED ON Cmin
5-11-49

RECEIVED
MAY 9 - 1949
FOR FILING

2970

3170

Mrs. Lewis
note

May 4, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have received from your office three copies of a claim, your file No. 3170, filed by the Balmer Machinery Company in the amount of $6,454 against Lofte and Son in connection with our Contract No. 2970 for rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED
H. B. GLAISYER

NOTED ON CARD
5-11-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 3, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date, file no. 3170, a notice of claim by Balzer Machinery Company for rental and materials furnished in the sum of $6454, against the bond taken from Lofts and Sons, principal and American Surety Company of New York, surety, for the work of rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County, Oregon, State Highway Contract No. 2970.

Three copies of the claim have been prepared and are enclosed for your information.

Kindly acknowledge receipt of the copies for our files.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAY 4 - 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
5-4-49 jl

RECEIVED
MAY 7 - 1949
FOR FILING

2970

Alva Lewis
state

May 4, 1949

American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: David A Lewis, Assistant Manager

Gentlemen:

Attached hereto is a copy of a claim received by us from the Secretary of State. This claim has been filed in our office by the Baker Machinery Company in the amount of $6,45% against Lofts and Son for rental and materials furnished on our Contract No. 2970 for rock production on the Wasco-Grass Valley Section of the Shearman Highway in Sherman County.

This information is furnished as the American Surety Company of New York appears as surety on the bond executed in connection with Contract No. 2970.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Butler & Kerrimer Agency
216 Cascade
Hood River, Oregon

Lofts and Son
Bridge Road
Hood River, Oregon

NOTED
H. B. GLAISYER

NOTED

54-49 R

COPY

BALZER MACHINERY CO.

2136 S. E. Eighth Avenue, Portland 14, Oregon Phone Ea.2143

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

April 23, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir;

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $6454 against the bond taken from Lofts & Sons and American Surety Company of New York City, for the work of rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County--Oregon State Highway Contract No. 2970.

Very respectfully,

BALZER MACHINERY COMPANY

R. L. BALZER

R. L. BALZER
Partner

mff
cc/ Oregon State Highway Commission
Subscribed and sworn to before me, this 23rd day of April A.D. 1949.

O. G. SHARP
Notary Public for Oregon

My Commission expires: 8-24-51 (SEAL)

ENDORSED:
File No. 3170
Filed May 3, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 9 - 1949
FOR FILING

28-9302

2970

Mrs Lewis' note

May 4, 1949

American Survey Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: David A. Lewis, Assistant Manager

Gentlemen:

Attached hereto are copies of claims against Lofte and Son filed by the Standard Oil Company of California as follows:

Contract 2971 for rock production on the North-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco counties. The claim is in the amount of $227.54 for petroleum products furnished.

Contract 2970 for rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County in the amount of $2,116.90 for petroleum products furnished.

This information is furnished as the American Survey Company appears as surety on the bonds executed in connection with contracts 2970 and 2971.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Filed
cc - Butler & Hartsaar Agency
Elk Cascade
Hood River, Oregon

Lofte and Son
Bridge Road
Hood River, Oregon

NOTED ON CARD

O.K.-H.S.g.R

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, acting by and through the Oregon State Highway Commission:

Notice hereby is given that the undersigned, Standard Oil Company of California, a Delaware corporation duly organized and qualified at all times herein set forth to do and doing business in Oregon, has a claim for materials consisting of petroleum products furnished Lofts and Son, contractors, in the sum of $2,116.90 with interest thereon at 6% per annum from January 5, 1949, against the bond taken from Lofts and Son, as principal, and American Surety Company of New York, as surety, for the work of said Lofts and Son under Highway Contract No. 2970 dated about February 2, 1948, between the State of Oregon, acting by and through the Oregon State Highway Commission and said contractors on what is described as rock production project on Sherman Highway in Sherman and Wasco Counties, Oregon.

Dated this 29th day of April, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

BY E. A. HRDLICKA
District Credit Manager

STATE OF OREGON)
) ss.
County of Multnomah)

On this 29th day of April, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, known to me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said coporation and acknowledged to me that he executed the same freely and voluntarily.

In testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

DOROTHY THAIN
Notary Public for Oregon

(SEAL)

My Commission expires: Dec. 20, 1952

ENDORSED:
File No. 3169
Filed April 30, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 12 1949
FOR FILING

299302
2970

May 3, 1949

Bulser Machinery Company
2136 S.E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

We have today received copies of claims which you filed with the Secretary of State against Lofts and Son on our Contracts 2970 and 2971 in the respective amounts of $6,454 and $2,910.45.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

BALZER MACHINERY COMPANY

Contractors Equipment - Loggers Equipment
2136 S.E. Eighth Avenue
Portland 14, Oregon

April 23, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $2910.45 against the bond taken from Lofts & Sons and American Surety Company of New York City, for the work of rock production on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco Counties—Oregon State Highway Contract No. 2971.

Very respectfully,

BALZER MACHINERY COMPANY

/s/ R.L. Balzer

R.L. Balzer
Partner

eff

cc/ Oregon State Highway Commission

Subscribed and sworn to before me, this 23rd day of April A.D. 1949.

/s/ O.G. Sharp
Notary Public for Oregon

My Commission Expires: 8-24-51

BALSER MACHINERY COMPANY

Contractors Equipment - Loggers Equipment

2136 S.E. Eighth Avenue
Portland 14, Oregon

April 23, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balser Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $6454 against the bond taken from Lofts & Sons and American Surety Company of New York City, for the work of rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County—Oregon State Highway Contract No. 2970.

Very respectfully,

BALSER MACHINERY COMPANY

/s/ R.L. Balser

R.L. Balser
Partner

mff

cc/ Oregon State Highway Commission

Subscribed and sworn to before me, this 23rd day of April A.D. 1949.

/s/ O.G. Sharp
Notary Public for Oregon

My Commission Expires: 8-24-51

RECEIVED
MAY 13 1949
FOR FILING

COPY

28-830z

2970

May 3, 1949

COPY

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge receipt of two claims from your office as follows:

Your file No. 3168 in the amount of $227.54 against Lofts and Son on our Contract 2971 filed by The Standard Oil Company of California.

Your file No. 3161 in the amount of $2,216.90 against Lofts and Son under our Contract 2970 by the Standard Oil Company of California.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary.

FAQ:md

(Noted:H. B. Glaisyer)

Noted on Card
5-3-49 gl.

COPY

COPY

EARL T. NEWBRY
Secretary of State
Salem, Oregon.

May 3, 1949

COPY

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We received from Koerner, Young, Swett & McColloch, two notices of claim by the Standard Oil Company of California, the claims have been filed as follows:

Notice of claims for $227.54, against Lfts & Son Contractors, as principal and the American Surety Co., surety, covering work on State Highway Contract No. 2971, filed in this office April 30, 1949, file No 3168.

Notice of claim for $2,116.90, against Lofts & Son Contractors, as principal and the American Surety Company, surety, covering work on State Highway Contract No. 2970, filed in this office April 30, 1949, file No. 3169.

Three copies of each claim have been prepared and are enclosed for your information.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry.
Secretary of State.

N:FA

Enc.

COPY

COPY

Noted on Card
5-3-49.gl

Received May 4, 1949
Oregon State Highway Commission.

RECEIVED
MAY 12 1949
FOR FILING COPY

29-9302
2970

May 3, 1949

Koerner, Young, Swett & McCulloch,
Attorneys at law.
800 Pacific Building,
Portland 4, Oregon.

Gentlemen:

This is to acknowledge your letter of April 29, 1949 to which were attached carbon copies of claims filed with the Secretary of State on contracts No. 2970 and No. 2941, with Lofts & Son, for rock Production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County, and on the Kent-Cow Canyon Junction Section of the same highway in Sherman and Wasco Counties. These claims, in the amount of $2,116.90 against Contract No. 2970 and $227.54 against Contract No. 2971 were both placed by the Standard Oil Company of California.

Respectfully Yours,

Secretary
OREGON STATE HIGHWAY ASSOCIATION

FAQ:ts

COPY

OR FILING COPY

KOERNER, YOUNG, SWETT & MCCOLLOCH
Attorneys At Law.
802 Pacific Building
Portland 4, Oregon.

April 29-49

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are this day mailing to Earl T. Newbry, Secretary of State for filing originals of Notices of Claim of Standard Oil Company of California, as follows:

Original Notice of Claim for $227.54 with interest with respect to Highway Contract No. 2971 Dated February 2, 1948, between the State of Oregon acting through the Oregon State Highway Commission, and Lofts and Son, contractors, and American Surety Company of New Yonk, surety.

Original Notice of claim for $2116.90 with interest with respect to Highway Contract No 2970, bearing same date and between the same parties and against the same surety company on its bond in said connection.

We enclose copies of the foregoing.

You will observe the Notices correct statement in our letter of April 27, 1949, as to the bonds against which the unpaid balances are to be noted.

Very truly yours,

Koerner, Young, Swett & McCulloch.

COPY

RECEIVED
APR 29 1949
FOR FILING

21-8 SD 2

2970-2.21

April 28, 1949

American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: David A. Levin, Assistant Manager

Gentlemen:

We have today received a letter from Kostkey, Young, Swett and McCulloch, attorneys at law, whose address is 500 Pacific Building, Portland 4, stating that the Standard Oil Company of California has a claim in the amount of $237.54 against Lofts and Son under our Contract No. 2970 for rock production on the Wasco-Grass Valley Section of the Shermun Highway in Sherman County. They also state that the Standard Oil Company has a claim against the same contractor in the amount of $2,236.90 in connection with our Contract No. 2970 for rock production on the Kent-Cow Canyon Junction Section of the Shermun Highway in Sherman and Wasco counties.

This information is furnished as the American Surety Company of New York appears as surety on the bonds executed in connection with the above two contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Butler & Kershner Agency
214 Cascade
Hood River, Oregon

Lofts & Son
Bridge Road
Hood River, Oregon

VOTED ON CARD
4-29-49 K

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, acting by and through the Oregon State Highway Commission:

Notice hereby is given that the undersigned, Standard Oil Company of California, a Delaware corporation duly organized and qualified at all times herein set forth to do and doing business in Oregon, has a claim for materials consisting of petroleum products furnished Lofts and Son, contractors, in the sum of $2,116.90 with interest thereon at 6% per annum from January 5, 1949, against the bond taken from Lofts and Son, as principal, and American Surety Company of New York, as surety, for the work of said Lofts and Son under Highway Contract No. 2970 dated about February 2, 1948, between the State of Oregon, acting by and through the Oregon State Highway Commission and said contractors on what is described as rock production project on Sherman Highway in Sherman and Wasco Counties, Oregon.

Dated this 29th day of April, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

By E. A. Hrdlicka
District Credit Manager

STATE OF OREGON }
County of Multnomah } ss.

On this 29th day of April, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, known to me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Notary Public for Oregon

My Commission expires: Dec 20, 1952

RECEIVED
APR 29 1949
FOR FILING

Files

Mrs. Lewis

2970 - 71

22-132 2

2970 - 71

April 28, 1949

Koerner, Young, Swett & McCulloch
800 Pacific Building
Portland 4, Oregon

Gentlemen:

We have your letter of April 27 in which you state that the Standard Oil Company of California has a claim in the amount of $227.54 against Lofts and Son, Contract No. 2970 and another claim in the amount of $2,116.90 against the same contractor in connection with Contract 2971.

The surety on both contracts is the American Surety Company of New York whose agent in both cases is Butler and Hershner Agency, 214 Cascade, Hood River, Oregon. The amount of the bond on Contract 2970 is $14,698.30 and on Contract 2971 is $18,704.

Contract 2971 was completed on September 3, 1948, and accepted by the Commission on November 3, 1948. Final payment was mailed to the contractor on November 12, 1948.

Contract No. 2970 was completed on March 31, 1949, and to date has not been accepted by the Commission. Semi-final payment in the amount of $1,710.86 is to be made after May 7, 1949. The amount of money retained on the job as shown by the final estimate is $300.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
4-29-49 gl

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

April 27, 1949

State Highway Commission,
Salem, Oregon.

Gentlemen:

The Standard Oil Company of California has a claim in the sum of $227.54 against Lofts & Son, Hood River, Oregon, with respect to the Grass Valley account, Contract 2970, and in the sum of $2,116.90 against the same parties with respect to the Kent-Cow-Canyon job, Contract 2971.

Please advise the name of the surety in each instance, amount of bond, status of each contract as to completion and acceptance, and amount of reserved moneys, if any. We need this information as the basis for determining course to be taken and particularly the time within which claims against each bond must be filed under Section 98-101 O.C.L.A.

Very truly yours,

Koerner, Young, Swett & McColloch

2970
semi final 1710.86
retained $500.00

RECEIVED
APR 28 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY
preliminary letter

NOTED ON CARD
4-29-49 gjc

RECEIVED
APR 28 1949
FOR FILING

28-8301

2970

April 27, 1949

American Surety Co. of New York
David A. Lewis, Asst. Manager
725 Yeon Bldg.
Portland 4, Oregon

Dear Sir:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Lofts & Son on contract No. 2970 covering Wasco-Cross Valley Section of the Shaerman Highway in Sherman County. This payment, in the amount of $1,710.86 will be made on or May 7, 1949. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc:
American Surety Co. of New York
Butler & Horchner Agency, Agents
214 Cascade
Hood River, Oregon

NOTED ON CARD
4-27-49 JR

RECEIVED
MAR 8 19[illegible]
FOR FILING
24-8-3 C1
2.912

March 7, 1949

Lofts & Son
Bridge Road
Reed River
Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 26, 1949, had under discussion your request for an extension of time of 151 days, from October 31, 1948 to March 31, 1949, within which to complete your contract No. 1970 for rock production on the Wasco-Grass Valley Section of the Shaniko Highway in Sherman County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc W. E. Chandler,
Division Engineer

H. O. Smith

NOTED ON CARD
3-7-49 R

RECEIVED
FEB 2 1949
FOR FILING

28-12 c/

January 28, 1949

Request for extension of time
No. 2
February 28 and March 1 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Lofts & Sons for an extension of time on Contract No. 2971, Wasco-Grass Valley Rock Production Project, from October 31, 1948 to March 31, 1949.

This contractor was awarded two contracts on February 2, 1948. The first contract, No. 2971, was increased by virtue of increased quantities of rock required for emergency oiling which was approved, and the contractor was delayed considerably on this account. Also, unusual rains, followed by freezing weather and snow, have delayed the contractor during the past several months.

The State has suffered no inconvenience due to the non-completion of this contract, and I recommend that the extension be granted without penalty.

This is a state contract and does not need concurrence by the Public Roads Administration.

Very truly yours,

R. W. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

Form E-1—SHC—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 24, 1948, 19

Section Wasco-Grass Valley — Kind of work Rock Prod.

Highway Sherman — Section prefix 28-8301

Contractor Lofts and Son — Contract number 2970

Date of contract Feb. 2, 1948, 19 — Date of completion Oct. 31, 1948, 19

Date work started Sept. 4, 1948, 19 — Estimated date of completion Jan. 10, 1949, 19

Amount of contract . . . . . $ 14,896.30 — Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 14896.30

Per cent of contract completed, based on total contract price . . . . . 98 %

Engineering cost to date $ ..... % — Date project was completed ....., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work this week due to cold weather.

NOTED
H. G. SMITH

NOTED
W. C. WILLIAMS

Signed Dean Swift, by Lowell M. Stratton

Address The Dalles, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			5,500		
Estimated quantities moved or placed to date			5,000		
Average daily quantities			150		
Average daily quantities necessary to complete project on time			time is up		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			0		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....1.....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair&cold	8	Cold Weather
Tuesday	"	8	"
Wednesday	"	8	"
Thursday	"	8	"
Friday	"	8	"
Saturday	"		

RECEIVED
DEC 30 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAR 5 1948
FOR FILING

28-8301

March 2, 1948

Lofts & Son
Bridge Road
Hood River
Oregon

Gentlemen:

We enclose herewith fully executed copies of contracts which were awarded to you on February 2, 1948 by the State Highway Commission, as follows:

Contract No. 2970, covering rock production on the Wasco-Grass Valley Section of the Sherman Highway, in Sherman County.

Contract No. 2971, for rock production on the Kent-Cow Canyon Junction Section of the Sherman Highway, in Sherman and Wasco Cos.

Executed copies of the two above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Received

RECEIVED
FEB 6 1948
FOR FILING

28-8301

2970

February 4, 1948

Lofte & Son
Bridge Road
Reed River, Oregon

Gentlemen:

The State Highway Commission on February 2, 1948, awarded you the contracts for the Mecca-Grass Valley Rock Production Project on the Sherman Highway in Sherman County and the Lost-Sou Canyon Junction Rock Production Project on the Sherman Highway in Sherman and Wasco Counties. These awards were based on your low bids of $14,898.30 and $16,704 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

28-8302 Kent-Cow Canyon Jct. Rock Prod, 1948
Proj., Sherman Hwy.
#2971

RECEIVED
JUN 28 1949
FOR FILING

28-8302

2971

June 24, 1949

query - was Bond
note or card

Mr. J. R. Norman
Special Agent
American Surety Company
725 Yeon Bldg.
Portland, Oregon

Dear Mr. Norman:

In your letter of June 21, 1949, you inform the State Highway Commission that you have no objection to releasing to Lofte and Son all payments due, or to become due them in connection with their contract with the State Highway Commission, notwithstanding the fact that there are claims outstanding against their work. Your consent was given without prejudice to the bond, which you furnished in connection with the contract work which they performed for the Commission.

This note is to inform you that we are honoring your requests. Instructions have been given to our Auditor to release further payments to Lofte and Son in connection with the contracts which they still have outstanding.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NB3:bs

cc - Lofte & Son
Bridge Road
Hood River, Oregon

cc - H. H. Hanks (Att: Carl Smith)

NOTED ON CARD
6-24-49 C

June 24, 1949

M. H. Hawke

Attention: Carl F. Smith

Attached hereto is a copy of a letter which I have received from the American Surety Company, surety on the bond furnished by Lofts and Son in connection with their contracts, Nos. 2970 and 2971, for rock production on the Vasco-Grass Valley Section of the Sherman Highway, and for rock production on the Kent-Cow Canyon Junction Section of the same highway. You will note that the surety consents to the release of all funds due, or to become due Lofts and Son, without prejudice to the bond, notwithstanding that there are a number of claims on file against them. You may therefore consider this letter as your authority to release such payments. This matter has been discussed with Mr. J. M Devers, Chief Counsel, and it is in conformity with his instructions.

Incidentally, the final payment has already been made in connection with Contract No. 2971, and it is my understanding that the final payment is the only one remaining in connection with Contract No. 2970.

Secretary

HBC:ts

NOTED ON CARD

6-24-49 gc

COPY

AMERICAN SURETY COMPANY
OF NEW YORK

Portland Branch Office - 725 Yeon Building
522 S. W. Fifth Avenue Telephone At 9438

June 21, 1949

Oregon State Hiway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

In confirmation of our telephone conversation of this date please be advised that notwithstanding the outstanding claims against Mr. Lofts, it will be satisfactory for you to release all payments to him. This in no way will prejudice our bond.

Thanking you for your attention to this matter we remain,

Very truly yours,

/s/ J. R. Nunna

J. R. Nunna
Special Agent

m/s

Original letter filed in Contract No. 2970

NOTED ON CARD

6-24-49 g

28-8902

2971

CROSS REFERENCE SHEET

Name or Subject English and Company
1516 Taylor Street
Hood River, Oregon

File No.

Regarding Correspondence with above regarding:

1. Itemized statement in the amount of $70.80 for blasting materials furnished the Shoreline Construction Company for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway.
2. They also inquire as to whether a claim could still be presented against A. C. Lofts and Son on the Shaniko Rock Production Project, which is over contract 2971, Kent-Cow Canyon Junction Section of the Sherman Highway.

Date 5/11/49

SEE

Name or Subject Federal Aid Job File
S-51 (1)
#3018

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

Library Bureau
Division of
Remington Rand Inc.
Cat. No. 30-8902
For use in all Filing Systems

RECEIVED
MAY 19 1940
FOR FILING

28-8302

2971

May 11, 1940

American Surety Company of New York
725 Yeon Building
Portland, Oregon

Attention: David A. Leslie, Assistant Manager

Gentlemen:

We have received a letter from English and Company, 1516 Taylor Street, Hood River, Oregon, advising that they have a claim against Lofts and Son on the Shumike Rock Production Project. No amount was stated. This appears to be in connection with our Contract No. 2971 for rock production on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco counties.

This information is furnished as the American Surety Company of New York has furnished the bond executed in connection with Contract No. 2971.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Butler & Kershner Agency
214 Cascade
Hood River, Oregon

Lofts and Son
Bridge Road
Hood River, Oregon

NOTED ON CARD

5-11-40

RECEIVED
MAY 10 1949
FOR FILING

28-83021

2971

May 11, 1949

English and Company
1516 Taylor Street
Hood River, Oregon

Gentlemen:

We have your letter of May 6th to which was attached an itemized statement in the amount of $70.80 for blasting materials furnished the Shoreline Construction Company on what appears to be our Contract 3018 for work on the Hood River Junction-Odell Creek Section of the Odell Secondary Highway in Hood River County.

You also inquired as to whether a claim could still be presented against A. C. Lofte and Son on the Shaniko Rock Production Project which appears to come under our Contract No. 2971 for work on the East-Bear Canyon Junction Section of the Shaniko-Kent Highway in Sherman and Wasco counties.

The State cannot pay these claims directly. We suggest, however, that your claim against Shoreline Construction Company be filed with the Glens Falls Indemnity Company whose agent in this case is the Ray F. Gunn Company, Spalding Building, Portland 4. Your claim against Lofte and Son, we suggest, be filed with the American Surety Company of New York whose agent in this instance is Butler and Kershner, 214 Oceanic, Hood River, Oregon.

For your information, we might advise that Contract No. 2971 with Lofte and Son was accepted by the Commission on November 3, 1948, and final payment was made on November 12, 1948.

The surety companies mentioned in both instances have provided a performance bond with each contract covering completion of the job and payment of bills.

In the event that you wish to protect your claims beyond the ordinary period of six months after the job has been completed and accepted, it is suggested that you file your claim also with the Secretary of State. There is attached hereto an excerpt from the Oregon laws outling the procedure.

Contract 3018 is not expected to be complete until some time in July, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

PAQ:ml
Attach.

Secretary

RECEIVED
MAY 9 - 1949
FOR FILING

28-8302

2971

Mrs. Lewis
note

2971

May 4, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of three copies of a claim, your file No. 2171, filed by the Palmer Machinery Company against Lefts and Sam for rental and materials furnished under our Contract 2971 for work on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco counties.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED
H. B. GLAISYER

NOTED ON CARD
5-4-49 C

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 3, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date, file no. 3171, the notice of claim by Balzer Machinery Company , for rental and materials furnished in the sum of $2910.45, against the bond taken from Lofts & Sons, for the work of rock production on the Kent-Cow Canyon Junction Section of The Sherman Highway in Sherman and Wasco Counties, State Highway Contract No. 2971.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAY 4 - 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
MAY 8 - 1940
FOR FILING

28-8302

2971

Am. Surety note

May 4, 1940

American Surety Company of New York
725 Lewis Building
Portland 4, Oregon

Attention: David A. Lewis, Assistant Manager

Gentlemen:

Attached hereto is a copy of a claim received from the Secretary of State in the amount of $2,910.45. This claim has been filed by the Baker Machinery Company against Lofts and Son in connection with their Contract 2971 for rock production on the Lost-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco counties.

This information is provided as the American Surety Company of New York appears as surety on the bond executed in connection with Contract 2971.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Butler & Hershner Agency
214 Cascade
Hood River, Oregon

Lofts and Son
Bridge Road
Hood River, Oregon

POSTED ON CARD
5-4-40 JC

BALZER MACHINERY CO.

2136 S. E. Eighth Avenue, Portland 14, Oregon Phone No. 2143

R. L. BALZER
Manager
J. M. ALLEN
Assistant Manager

April 23, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir;

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $2910.45 against the bond taken from Lofts & Sons and American Surety Company of New York City, for the work of rock production on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco Counties--Oregon State Highway Contract No. 2971.

Very respectfully,

BALZER MACHINERY COMPANY

R. L. BALZER

R. L. Balzer
Partner

mff
cc/ Oregon State Highway Commission

Subscribed and sworn to before me, this 23rd day of April A.D. 1949.

G. G. Sharp
Notary Public for Oregon

My Commission Expires: 8-24-51

(SEAL)

ENDORSED:
File No. 3171
Filed May 3, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 12 1949
FOR FILING

28-8301

2971

May 4, 1949

American Surety Company of New York,
725 Yeon Building
Portland 4, Oregon.

Attention: David A. Lewis, Assistant Manager

Gentlemen:

Attached hereto are copies of claims against Lofts and Son filed by the Standard Oil Company of California as follows:

Contract 2971 for rock production on the Kent-Cow Canyon Junction Section of the Sherman Highway in Sherman and Wasco Counties. The claim is in the amount of $227.54 for petroleum products furnished.

Contract 2970 for rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County in the amount of $2,116.90 for petroleum products furnished.

This information is furnished as the American Surety Company appears as surety on the bonds executed in connection with contracts 2970 and 2971.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
cc-Butler Hershner Agency
214 Cascade
Hood River, Oregon.

Lofts and Son
Bridge Road
Hood River, Oregon.

Noted on Card
5-4-49,gl

NOTICE OF CLAIM AGAINST BOND

To The State of Oregon, acting by and through the Oregon State Highway Commission

Notice hereby is given that the undersigned, Standard Oil Company of California, a Delaware Corporation duly organized and qualified at all the times herein set forth to do and doing business in Oregon, has a claim for materials consisting of petroleum products, furnished Lofts and Son, contractors, in the sum of $227.54 with interest thereon at 6% per annum from December 10, 1948, against the bond taken from Lofts and Son, as principal, and American Surety Company of New York, as surety, for the work of said Lofts and Son, contractors under contract No. 2971 dated about February 2, 1948, on what is described as rock production project on the Sherman Highway in Sherman and Wasco Counties, Oregon; said contract being with the State of Oregon.

Dated this 29th day of April, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

BY E. A. HRDLICKA
District Credit Manager

STATE OF OREGON)
) ss.
County of Multnomah)

On this 29th day of April, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, known to me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

DOROTHY THAIN
Notary Public for Oregon

(SEAL)

My Commission expires: Dec. 20, 1952

[redacted]:
Filed April 30, 1949
File No. 3168
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 12 1949
FOR FILING

28-8202

2971

2970 + 2971

This should note in letter to me F.Q

Will hold a few days for claim from City of State - Red'd noted FQ

May 3, 1949

Kourner, Young, Swett & McCulloch
Attorneys at Law
800 Pacific Building
Portland 4, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

This is to acknowledge your letter of April 29, 1949, to which were attached carbon copies of claims filed with the Secretary of State on contracts No. 2970 and No. 2971, with Lofts and Son, for rock production on the Wasco-Grass Valley Section of the Shermman Highway in Shermman County, and on the Kent-Cow Canyon Junction Section of the same highway in Shermman and Wasco Counties. These claims, in the amount of $2,116.90 against Contract No. 2970, and $227.54 against Contract No. 2971, were both placed by the Standard Oil Company of California.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ts

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

April 29, 1949.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are this day mailing to Earl T. Newbry, Secretary of State, for filing originals of Notices of Claim of Standard Oil Company of California, as follows:

Original Notice of Claim for $227.54 with interest with respect to Highway Contract No. 2971 dated February 2, 1948, between the State of Oregon acting through the Oregon State Highway Commission, and Lofts and Son, contractors, and American Surety Company of New York, surety.

Original notice of Claim for $2116.90 with interest with respect to Highway Contract No. 2970, bearing same date and between the same parties and against the same surety company on its bond in said connection.

We enclosing copies of the foregoing.

You will observe the Notices correct statement in our letter of April 27, 1949, as to the bonds against which the unpaid balances are to be noted.

Very truly yours,

Koerner, Young, Swett & McColloch

encls.

RECEIVED
MAY 2 - 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 8 - 1949
FOR FILING

28-8302

2771

Misc. Cont. note

RR Sta Contracts
??

May 3, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge receipt of two claims from your office as follows:

Your file No. 3168 in the amount of $227.54 against Lofts and Son on our Contract 2771 filed by the Standard Oil Company of California.

Your file No. 3161 in the amount of $2,216.90 against Lofts and Son under our Contract 2770 by the Standard Oil Company of California.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

NOTED
H. B. GLAISYER

NOTED ON CARD

4-23-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 3, 1949

Mr. H. B. Glaiyser, Secretary,
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We received from Koerner, Young, Swett & McColloch two notices of claim by the Standard Oil Company of California, the claims have been filed as follows

Notice of claim for $227.54, against Lofts & Son Contractors, as principal and the American Surety Co., surety, covering work on State Highway Contract no. 2971, filed in this office April 30, 1949, file no. 3168.

Notice of claim for $2,116.90, against Lofts & Son Contractors, as principal and the American Surety Company, surety, covering work on State Highway Contract No. 2970, filed in this office April 30, 1949, file no. 3169.

Three copies of each claim have been prepared and are enclosed for your information.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAY 4 - 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
5-3-49 gl

RECEIVED
MAY 12 1949
FOR FILING

28-830

2971

2974-71

file
Mac Lean
quote

claim from Co of Ltr
filed & noted.
GL

May 9, 1949

Salem Machinery Company
2136 S. E. Eighth Avenue
Portland 14, Oregon

Gentlemen:

We have today received copies of claims which you filed with the Secretary of State against Lofts and Son on our Contracts 2970 and 2971 in the respective amounts of $6,454 and $2,910.45.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED
H. B. GLAISYER

NOTED ON CARD

BALZER MACHINERY COMPANY

CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

2136 S. E. EIGHTH AVENUE
CORNER EAST EIGHTH AVENUE AND GRANT STREET
PORTLAND 14, OREGON

April 23, 1949

Honorable Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Balzer Machinery Company of Portland, Oregon, has a claim for rental of rock crushing equipment and small supplies in the sum of $6454 against the bond taken from Lofts & Sons and American Surety Company of New York City, for the work of rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County--Oregon State Highway Contract No. 2970.

COPY

Very respectfully,

BALZER MACHINERY COMPANY

R. L. Balzer
Partner

mff

cc/ Oregon State Highway Commission

Subscribed and sworn to before me, this 23rd day of April A.D. 1949.

Notary Public for Oregon

My Commission Expires: 8-24-51

RECEIVED
MAY 3 - 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 12 1949
FOR FILING

28-8302
COPY
2971

April 28, 1949

COPY

Koerner, Young, Swett & McCulloch
800 Pacific Building
Portland 4, Oregon.

Gentlemen:

We have your letter of April 27 in which you state that the Standard Oil Company of California has a claim in the amount of $227.54 against Lofts and Son, Contract No. 2970 and another claim in the amount of $2, 116.90 against the same contractor in connection with Contract 2971.

The surety on both contracts is the American Surety Company of New York whose agent in both cases is Butler and Hershner Agency, 214 Cascade, Hood River, Oregon. The amount of the bond on Contract 2970 is $14,898.30 and on Contract 2971 is $18.704.

Contract 2971 was completed on September 3, 1948, and accepted by the Commission on November 3, 1948. Final payment was mailed to the Contractor on November 12, 1948.

Contract No. 2970 was completed on March 31, 1949, and to date has not been accepted by the Commission. Semi-Final payment in the amount of $1,710.86 is to be made after May 7, 1949. The amount of money retained on the job as shown by the final estimate is $500.00.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

SEcretary

FAQ:md

Noted on Card
4-29-49 GL

COPY

COPY

KOERNER, YOUNG, SWETT & MCCOLLOCH
Attorneys at Law
800 Pacific Building
Portland 4, Oregon.

April 27, 1949

COPY

State Highway Commission,
Salem, Oregon.

Gentlemen:

The Standard Oil Company of California has a claim in the sum of $227.54 against Lofts & Son, Hood River, Oregon, with respect to the Grass Valley Account, Contract 2970, and in the sum of $2,116.90 against the same parties with respect to the Kent-Cow-Canyon job, Contract 2971.

Please advise the name of the surety in each instance amount of bond, status of each contract as to completion and acceptance, and amount of reserved moneys, if any. We need this information as the basis for determining course to be taken and particularly the time within which claims against each bond must be filed under Section 98-101 O.C.L.A.

Very truly yours

KOERNER, YOUNG, SWETT & MCCOLLOCH.

2970
Semi Final $1710.86
Retained 500.00

COPY

Referred to
Query
By Secretary.

Prepare usual letter.

Noted on card
4-29-49 gl.

Received
April 28, 1949
Oregon State Highway Commission.

RECEIVED
MAY 12 1949
FOR FILING

28-8-202

29-71

COPY

April 28, 1949.

American Surety Company of New York,
725 Yeon Building,
Portland 4, Oregon.

Attention: David A. Lewis, Assistant Manager.

Gentlemen:

We have today received a letter from Koerner, Young, Swett and McCulloch, attorneys at law, whose address is 800 Pacific Building, Portland 4, stating that the Standard Oil Company of California has a claim in the amount of $227.54 against Lofts and Son under our Contract No. 2970 for rock production on the Wasco-Grass Valley Section of the Sherman Highway in Sherman County. They also state that the Standard Oil Company has a claim against the same contractor in the amount of $2,116.90 in connection with our contract No. 2971 for rock production on the Kent Cow-Canyon Junction Section of the Sherman Highway in Sherman & Wasco Counties.

This information is furnished as the American Surety Company of New York appears as surety on the bonds executed in connection with the above two contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

COPY

Secretary

FAQ:MD
cc - Butler and Hershner Agency
214 Cascade
Hood River, Oregon.

Lofts & Son
Bridge Road
Hood River, Oregon.

Noted on Card.
4-29-49-gl

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, acting by and through the Oregon State Highway Commission

Notice hereby is given that the undersigned, Standard Oil Company of California, a Delaware Corporation duly organized and qualified at all the times herein set forth to do and doing business in Oregon, has a claim for materials consisting of petroleum products, furnished Lofts and Son, contractors, in the sum of $227.54 with interest thereon at 6% per annum from December 10, 1948, against the bond taken from Lofts and Son, as principal, and American Surety Company of New York, as surety, for the work of said Lofts and Son, contractors under contract No. 2971 dated about February 2, 1948, on what is described as rock production project on the Sherman Highway in Sherman and Wasco Counties, Oregon; said contract being with the State of Oregon.

Dated this 29th day of April, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

By E. A. Hrdlicka
District Credit Manager

STATE OF OREGON)
) ss.
County of Multnomah)

On this 29th day of April, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, known to me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Notary Public for Oregon

My Commission expires: Jan 29 1952

RECEIVED
OCT 24 19
FOR FILING
28-9302

October 20, 1948

American Surety Co.of New York
David A. Lewis, Asst. Manager
725 Yeon Building
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway contract No. 2971 for rock production on the East-Cow Canyon Junction Section of the Sherman Highway, in Sherman and Wasco Counties, has been completed by the contractor, Lofts & Son, and that final payment in the amount of $149.07 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $18,879.95, and that no force account work was performed therein. This contract was completed September 3, 1948 but has not been accepted by the Commission, however, we anticipate that it will be accepted by the Commission at its meeting to be held on November 3 and 4.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: American Surety Co.of New York
100 Broadway
New York 5, N. Y.

Butler & Kershner Agency
Hood River, Oregon

NOTED ON CARD
10-20-48 gl

RECEIVED
SEP 28 1944
FOR FILING

28-8302

2971

September 26, 1944

American Survey Co.of New York
David A. Lewis, Asst. Manager
735 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Lofts & Son, on contract No.2971, covering rock production of the Lost-Cow Canyon Junction Section of the Shermam Highway in Sherman and Wasco Counties. This payment, in the amount of $1,129.46, will be made on or after October 4, 1944. The retained percentage is $570.03.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: American Survey Co.of New York
100 Broadway
New York 5, N. Y.

Butler & Horsinar Agency
21h Cascade
Hood River, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD
9-24-45

Form B-1—OM—1-48

28-8302

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Kent - Cow Canyon

Highway Sherman

Contractor Lofts and Son

Date of Contract Feb ;2, 1948, 19

Date work started March 23, 1948, 19

Amount of contract $ 18,704

Estimated cost of completed project, exclusive of engineering $ 18,704

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $, %

For Week Ending Sept. 3, 1948, 19

Kind of work Rock Prod

Section prefix 28-8302

Contract number 2971

Date of completion Oct 31, 1948, 19

Estimated date of completion Sept. 3, 1948, 19

Per cent of time elapsed 82 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished work on this project on Friday (Sept.3) and started to dismantle for the move onto the Wasco - Grass Valley rock production.

RECEIVED
SEP 9 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed Dean Dunfee

Address The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6,800 - contrat 5,000 - purchase order		
Estimated quantities moved or placed to date			11,800		
Average daily quantities			300		
Average daily quantities necessary to complete project on time			finished		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			7		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels .....1....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....1.....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair all week	no lost time	
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 11 1948
FOR FILING

29-9302
2971

June 10, 1948

Mr. Noel McCulloch, Councilman
City of Antelope
Antelope, Oregon

Dear Sir:

I will authorize the contractor on the Kent-Cow Canyon Section, Contract 297-A to sell you 100 cubic yards of crushed rock for the reservoir at Antelope.

You will make your own arrangements with the contractor for the purchase of this rock, which will include a royalty of three cents per cubic yard to reimburse us for the quarry.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
W. E. Chandler
Dean Swift
Lofts & Son
Bridge Road
Rood River, Oregon

Antelope, Ore.
May 20. 1948

RECEIVED
MAY 24 1948
OFFICE OF
CIVIL ENGINEER
BEND, OREGON

W. E. Chandler
Bend. Ore.

Dear Sir:

The town of Antelope proposes to re-build, or repair the reservoir for city water.

We would need about 100 yds of rock to do the job. We have been wondering if there is a chance of getting the rock from the crusher now running north of Shaniko. If so what would be the price and any other particulars.

Yours Truly

Noel McCulloch

Councilman

Lenser Recommended

NOTED
E. A. COLLIER

RECEIVED
MAY 1948
OFFICE OF
CONSULTING ENGINEER

RECEIVED
MAR 4 1948
FOR FILING

28-8302

March 2, 1948

Lofts & Son
Bridge Road
Hood River
Oregon

Gentlemen:

We enclose herewith fully executed copies of contracts which were awarded to you on February 2, 1948 by the State Highway Commission, as follows:

Contract No. 2970, covering rock production on the Wasco-Grass Valley Section of the Sherman Highway, in Sherman County.

Contract No. 2971, for rock production on the Kent-Cow Canyon Junction Section of the Sherman Highway, in Sherman and Wasco Cos.

Executed copies of the two above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

RECEIVED
FEB 6 1948
FOR FILING

28-8302

2971

February 4, 1948

Lofts & Son
Bridge Road
Reed River, Oregon

Gentlemen:

The State Highway Commission on February 2, 1948, awarded you the contracts for the Wasco-Grass Valley Rock Production Project on the Sherman Highway in Sherman County and the Kent-Cow Canyon Junction Rock Production Project on the Sherman Highway in Sherman and Wasco Counties. These awards were based on your low bids of $14,898.30 and $18,704 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

1948
Astoria
2972 SPB: Maint. - Ferries - Kegler

22-1041 Lebanon Section of the
2973 Santiam Highway 1948

RECEIVED
FOR FILING

22-1041

2973

48

Salem, Oregon
September 26, 1949

Mr. F. B. Iwen
Division Engineer
Salem, Oregon

Dear Sir:

On September 21, 1949, the Highway Commission authorized an increase in the amount of $7,727.47 on the Lebanon Section, Contract No. 2973. Contract work was completed October 30, 1948. The increase in authorization is to cover overruns in contract items and installing flashing light signals.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

R. H. Probert
Office Engineer

RHP/ps

RECEIVED
SEP 14 1949
FOR FILING

22-10 41

2973

September 6, 1949

Oregon State Highway Commission

Gentlemen:

A State Highway Commission project was completed in the city of Lebanon in 1948, providing a one-way street system for the Pacific Highway, U.S.99. Included in the project authorization was an item of $3,000 for installation of flashing light signals at the crossing of the Southern Pacific tracks in Lebanon. The $3,000 estimate was furnished by the Southern Pacific Company, which performed the work in accordance with Public Utilities Commission Order No. 27297. This order provided that the State was to reimburse the Railroad Company for the signal cost.

The Railroad Company was not able to obtain signal material at that time, and the installation was not completed until 1949. The actual cost of the signals was $4,758.42, which caused an overrun of the project authorization in excess of the Commission limitation. There were some other overruns on the projects, but they had been within the limitation until the added cost of the signals was considered. The total cost of the project is now $140,223.57, which is an overrun of 3.48% of the original authorization of $141,494.10.

This matter will be on the next agenda, and your approval is requested for the additional project authorization. Additional budget authorization is not required, as this overrun is more than offset by underruns on other projects.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:mc hi
cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. M. M. Meeks

RECEIVED
JUL 22 1949
FOR FILING
22-1047
2973

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1949

To: Mr. F. D. Eaton

SUBJECT: Billing Railroad Grade Crossing Signals - Lebanon
Construction Job #22-1041

We have checked over the bill and invoice on the Park Street (#CC-688.95) railroad grade crossing signals in Lebanon, as submitted by the Southern Pacific Company. Inasmuch as this was a part of the construction job under your jurisdiction, we are also referring this bill to you for your further approval and subsequent submission to Mr. Probert for final payment. It has been found that on Page 4, the $4,499.10 sub-total should be $4,593.03. However, this error was not carried over into the grand total. The final amount of $4,768.62 is correct.

The price for material and equipment used in this project is in line with other installations which have been made. In checking the labor costs we find that the total paid for labor is $208.79 greater than that submitted in the time reports. This is probably because of pro rated office and inspection labor costs to the job which were not included on the weekly time reports submitted to this office. If you care to have the weekly time reports for review, we will be glad to furnish them to you.

In construction job No. 22-1041 some $3,000 was set aside to care for the cost of this installation. Thus it is presumed that this billing will be charged against that job. We might mention that in checking this matter with Mr. Tandy in your office, it was found that the "Final Estimate Release" was dated January 25, 1949.

Insofar as this office is concerned, it is recommended that the total bill in the amount of $4,768.62 be paid. It is our further understanding that the cost of this job is to be borne 100% by the State.

F. E. Crandall
Traffic Engineer

JAH/mah

Attachment

cc - W. C. Williams
H. H. Probert

RECEIVED
JAN 28 1949
FOR FILING

22-1041

2973

January 27, 1949

U. S. Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2973, for work on the Lebanon Section of the Santiam Highway in Linn County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $4,016.33 will be made on or after February 7, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $122,336.56, and that no force account work was performed on the job. This contract was completed on October 30, 1948 and accepted by the Highway Commission on December 20, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Mr. H. Roberts

NOTED ON CARD
1-27-49

Form B-1—[illegible]-1-48

22-1041

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 11, 19 48

Section Lebanon — Kind of work Grading & Paving

Highway Santiam — Section prefix 22-1041

Contractor Warren Northwest, Inc. — Contract number 2973

Date of Contract 2/3/48, 19 — Date of completion Oct. 31, 1948

Date work started 2/24/48, 19 — Estimated date of completion Oct. 30, 1948

Amount of contract . . . . . $ 125,631 — Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $9,500, ... % — Date project was completed OCT. 30, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final records were turned in to Sa[illegible]m on Wednesday morning.

NOTED
H. W. LIBBY

NOTED
E. M. SMITH

NOTED
KAY WEST

Signed Harold C. Pittenger, Res. Engr.

Address Route 1, Box 100, Albany, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....,....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
DEC 13 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 22 1948
FOR FILING

22-1041

November 19, 1948

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Warren Northwest, Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2771 for grading and paving on the Lebanon Section of the Santiam Highway in Linn County. This payment, which is in the amount of $7,739.96, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $3,659.39. The present payment to the contractor will be made on or after November 29, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity and Guaranty Co.
B. Roberts, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
11-19-48 g-f

RECEIVED
AUG 3 - 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 30, 1948

22-1071

Cross Referenced To:
Cont.
Projects
Municipal

*2973

City of Lebanon

Lebanon, Oregon

13547

Attention: Mr. P. T. Tweed, Mayor
Mr. Geo. H. Randle, Recorder

Gentlemen:

Under date of March 21, 1947, the City of Lebanon executed and delivered to the State Highway Commission, an option for a cooperative construction project within the City of Lebanon. Under the terms of the option, the Highway Commission, by notification to the City, transformed the option into a binding obligation on the part of both the City and the State. Under date of April 23, 1947, the Highway Commission accepted the terms of this option, and so notified the City of May 5, 1947. At this latter date, therefore, it is our opinion that a binding enforceable contract ripened as between the State and City.

Under the terms of that agreement, it is provided in part, "City will provide, without cost to State, all necessary or proper rights of way and easements for the project." Somewhat later, the Commission was advised by representatives of your City that the necessary right of way for the Lebanon Project had been procured, and on that basis, the State Highway Commission called for bids for the construction and awarded a contract to Warren Northwest, Inc. Thereafter, Warren Northwest entered upon the execution of the contract and the performance of its obligations.

There has now been filed in the Circuit Court of the State of Oregon for the County of Linn, an action entitled, Robert C. Davis v. Warren Northwest, Inc., and Edward N. Petersen. The matters complained of in the complaint in this case are to the effect that the Defendants trespassed upon the property of one

Robert C. Davis within the City of Lebanon in connection with their construction work. Damages are asked for in the total amount of $19,000.00.

Under the terms of the contract between the Highway Commission and Warren Northwest, Inc., the Commission is obligated to provide right of way for the project. The Commission has therefore been requested to undertake the defense of this action in trespass. The Defendants have been served with summons and complaint in this action, and it is imperative that an appearance be made on or before August 2, 1948. So far as its Contractor is concerned, the Highway Commission is willing to undertake the defense of this action, as it must do under its contract; however, under the terms of the agreement between the City of Lebanon and the Commission, the City is obligated to procure the necessary right of way, and we are therefore of the opinion, and so advise you, that the City of Lebanon is responsible for the payment and satisfaction of any award which might be made by a jury or court in the above mentioned legal proceeding.

We therefore now offer that you may undertake, at your expense, the defense of this action on behalf of the State Highway Commission and its Contractor, Warren Northwest, Inc., together with its employee, Edward H. Peterson. Should you not choose to undertake the defense of this action, the Highway Commission will proceed to undertake the defense on your behalf, and will hold the City of Lebanon responsible for any award which may be made in this case. In the meantime, we are making an appearance for the Defendants by way of a Motion, and will await your pleasure as to whether the City desires to undertake the defense of this action.

Yours very truly,

GWH:FRC

J. M. DEVERS

By

G. W. HEUNER
Assistant Counsel

cc- Mr. M. M. Matthiessen,
Wood, Matthiessen
& Wood
Warren Northwest, Inc.
Mr. R. M. Baldock

RECEIVED
MAR 10 1948
FOR FILING

22-1041

March 9, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2973, which was awarded to you on February 3, 1948 by the State Highway Commission, covering the Lebanon Section of the Santiam Highway in Linn County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

jb
Encl.

RECEIVED
FEB 6 1948
FOR FILING

22-1041

2973

February 4, 1948

Warren Northwest, Inc.
Post Office Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on February 3, 1948, awarded you the contract for grading, paving, and construction of a reinforced concrete bridge on the Lebanon Section of the Santiam Highway in Linn County. This award was based on your low bid of $125,631 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc - Mr. S. H. Probert
Mr. G. S. Paulus

FI-301(3)
#2974

Bristol U'Xing & Troutdale Gr. Separation, Columbia River Hwy. 1948

RECEIVED
JUL 2 1949
FOR FILING

COMMISSIONERS
T. H. BALDOCK, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
JOHN DAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY COMMISSION

OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

FI-301(3)
2974

February 23, 1949

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Troutdale & Bristol Grade Separations
FI - 301 (3) (Contract 2974)

Herewith are five copies of form PR 47-A, Statement of Materials and Employment, for the above-named project.

Yours very truly,

G. S. Paxson
Bridge Engineer

MD
Encl.

cc J. W. Nash

RECEIVED
BEN G. CHANDLER
KATHRYN LITTLE
W. M. SCHAUB
BUREAU OF PUBLIC ROADS
COMMISSIONERS

BLIC ROADS ADMINISTRATION

STATEMENT OF MATERIALS AND EMPLOYMENT

(To Accompany Final Inspection Report)

Total cost of project (1) Roadway, $ - 0 -
(2) Bridges, $ [illegible]

Total cost of all construction (1) Roadway, $ - 0 -
(2) Bridges, $ [illegible]

Total cost of all materials (Exclusive of supplies) (1) Roadway, $ - 0 -
(2) Bridges, $ 27,5[illegible]

Total length of project (1) Roadway, Mi. - 0 -
(2) Bridges, Mi. 0.0[illegible]

Federal Grade Supervision
Treadlake Grade Supervision
Oregon (Contract 877A)

State [illegible]
Project No. [illegible]
Date started [illegible]
Date completed [illegible]
Number of structures over 20-foot span [illegible]

Code	Materials: Class	Unit	Roadway (1): Quantity	Roadway (1): Cost	Roadway (1): Av. Unit Cost	Bridges over 20 feet (2): Quantity	Bridges over 20 feet (2): Cost	Bridges over 20 feet (2): Av. Unit Cost
1	Cement	Bbl						
2	Aggregates purchased	Cu. yd						
3	Bituminous material	Gal						
4	Lumber	M ft. b. m.				66	[illegible]	
5	Timber piling	Lin. ft				1500	15[illegible]	
6	Metal culvert pipe	Lb				[illegible]	[illegible]	
7	Reinforcing steel	Lb				[illegible]	[illegible]	
8	Structural steel	Lb				[illegible]	[illegible]	
11	Ready-mixed concrete	Cu. yd						
12	Premixed bituminous paving materials	Ton						
13	Concrete culvert and drain pipe	Lin. ft						
14	Clay pipe and tile	Lin. ft						
15	Aggregates produced	Cu. yd						
	SUPPLIES CONSUMED							
9	Petroleum products	Gal				[illegible]	[illegible]	
10	Explosives	Lb					[illegible]	
	Grand Totals							

EMPLOYMENT

Code	Total employment reported on pay roll and Form RMP. 200	Man-Hours	Wages Earned (Total earned, without deductions)
		7,3[illegible]	[illegible]

Remarks:

U. S. GOVERNMENT PRINTING OFFICE 16—45737-4

RECEIVED
JAN 28 1949
FOR FILING

Files

71-301(3)

2974

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Jan. 27, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	249	2974	8-final	Walder & Kenwerthy	1,344.37	343445	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This was accepted and time extension is without penalty.

aaw

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

NOTED ON CARD

1-28-49

RECEIVED
JAN 10 1949
FOR FILING

41-3-1 (2)
2717

January 7, 1949

Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No.2974 for the Troutdale Grade Separation and Bristol Overpass on the Columbia River Highway, in Multnomah County, has been completed by the contractor, Walder & Kenwerthy, and that final payment in the amount of $1,344.37 will be made on or after January 17,1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $44,933.62, and that no force account work was performed on the project. This contract was completed on October 29 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Great American Indemnity Co.
1 Liberty St.
New York 5, N. Y.

NOTED ON CARD
1-7-49 gl

RECEIVED
DEC 31 1948
FOR FILING

71-301 (3)
2974

December 30, 1948

Walder and Kenworthy
Rte. 9, Box 1010
Portland 2, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 20, 1948, had under discussion your request for an extension of time of 30 days, from October 15 to November 15, 1948, within which to complete your contract No. 2974 covering the Troutdale Grade Separation and Bridge on the Columbia River Highway, in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl

cc: A. G. Shelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
12-31-48 jl

RECEIVED
DEC 20 1948
FOR FILING

71-301 (3)

2974

December 17, 1948

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Walder & Kenworthy, on contract No. 2974, covering Troutdale Grade Separation and Bristol Overpass on the Columbia River Highway, in Multnomah County. This payment, in the amount of $2,647.79, will be made on or after December 27, 1948. The retained percentage amounts to $1,348.12.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

NOTED ON CARD
12-17-48 gk

RECEIVED
NOV 8 1948
FOR FILING

71-301 (3)
#2974

November 4, 1948

Request for extension of time
No. 1
December 20 and 21, 1948

State Highway Commission

Gentlemen:

Re: Irwindale Grade Separation
and Bridal Overpass
Contract No. 2974

Herewith copy of a request for an extension of time from Walker & Lamperty, contractors on the Irwindale Grade Separation and Bridal Overpass.

The original completion date on this project was September 15, 1948. The high water of June 1948 shut this job down for a considerable period of time. While the site itself was not actually flooded, the Army Engineers ordered our contractor to cease work on account of possible damage to the adjacent dike.

We previously extended the time limit to and including October 15, 1948. This extension was not sufficient to complete the work, and we would now recommend that the extension for an additional month, to and including November 15, be granted without penalty to the contractor.

This recommendation has the concurrence of the Public Roads Administration, a copy of which is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP CM
cc H. S. Gladgyer
R. H. Baldock
W. C. Williams
C. S. Pearson
W. A. Reeves

RECEIVED
SEP 28 1948
FOR FILING

71-301 (2)

2974

September 24, 1948

Walker & Kennerley
P.O. #9, Box 1010
Portland 1, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 13, 1948, had under discussion your request for an extension of time of 30 days, from September 15 to October 15, 1948, within which to complete your contract No. 2974 for the Troutdale Grade Separation and Bridge Overpass on Columbia River Highway in Multnomah County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

SECRETARY
OREGON STATE HIGHWAY COMMISSION

cc: A. G. Shelton,
Division Engineer

W. A. Reeves

NOTED ON CARD
9-21-48, GF

RECEIVED
AUG 30 1948
FOR FILING

71 - 501 (3)
2974

August 30, 1948

Request for Extension of Time
No. 3
September 13 and 14 meeting.

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Irrigdale Creek Separation and Bridge Construction, Walker and Kennerley, Contractors

Herewith copy of an application from the contractors for the construction of the Irrigdale Creek Separation and Bridge, Oregon, our Contract No. 2974, for an extension of time in the amount of 30 days, to and including October 15, 1948, for the completion of this work.

Construction of these bridges involved the driving of piling for the foundations. The Army Engineers directed the contractor to cease driving piling during the period of high water, as the vibration might have endangered the stability of dikes adjacent to the structure. In view of this circumstance, I would recommend that the extension be granted without penalty to the contractor.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached hereto.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CEF CH
cc H. B. Gladmyer
R. H. Baldock
W. C. Williams
G. S. Paulson
W. A. Reeves

RECEIVED
MAR 4 1948
FOR FILING

FI-301(3)

March 2, 1948

Walder & Kenworthy
Route #9, Box 1010
Portland 2
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2974, which was awarded to you on February 3, 1948 by the State Highway Commission, covering the Troutdale Grade Separation and Bristol Overpass on the Columbia River Highway, in Multnomah County. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Received

RECEIVED
FEB 6 1948
FOR FILING
FI-301 (3)
2974

February 4, 1948

Walder & Konvertby
Route 10, Box 1010
Portland 2, Oregon

Gentlemen:

The State Highway Commission on February 3, 1948, awarded you the contract for the Bristol Undercrossing and the Troutdale Grade Separation structures on the Columbia River Highway in Multnomah County. This award was based on your low bid of $47,420.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paulsen

RECEIVED
MAR 3 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT

FI-301(3)

February 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. FI-301(3), Bristol Undercrossing and Troutdale Grade Separation structures on the Columbia River Highway, to Walder and Kemsworthy, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 5 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 3 1 ...
FOR FILING

OREGON DISTRICT

FI-301(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 19, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FI-301(3), Troutdale Section (Structures) on the Columbia River Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
JAN 21 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

FgI-301

January 13, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FGI-301(4), The Troutdale Overcrossing of the Union Pacific Railroad, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 19 1948
OREGON
STATE HIGHWAY COMMISSION

For

128-1011 West Cottonwood Canyon Section
Nasco-Hepner Second Mtg. 1948

2975

RECEIVED
JUL 12 1949
FOR FILING

Files

128-10 11

2975

June 24, 1949

Mr. Jos. A. Boyce
Supt. of Claims
United States Fidelity & Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Boyce:

I am sorry I have not sooner acknowledged your letter of June 20, cancelling the assignment heretofore given by Gerald Miller to the United States Fidelity and Guaranty Company, in so far as it pertains to the final payment in the amount of $1,967.04, arising out of his contract with the State Highway Commission, No. 2975, for grading the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway.

We shall be pleased to honor your request and instructions to mail this final payment direct to Mr. Miller have been given to our Auditing Department. I have also asked that Department to mail you a copy of their letter transmitting the final payment to Mr. Miller.

In your letter you also asked to be advised when we are notified that the claim of the Shell Oil Company against this job has been satisfied. In this connection, I might say that the Shell Oil Company sent a notification direct to the Secretary of State, who in turn has forwarded a copy of the same to the State Highway Department for its records.

We have made an entry in the record of this job to the effect that the claim has been paid in full. Incidentally, that closes up all of the claims against this job, of which the State Highway Commission has any knowledge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MM:te

NOTED ON CARD
6-24-49 gk

cc - Gerald Miller
Darlington, Colorado

M. H. Hawkes (Attn Carl Smith)
F. A. Query

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 22, 1949

Mr. Gerald Miller
Prineville, Oregon

NOTED
H. B. GLAISYER

Dear Sir:

We have received back properly signed our final estimate voucher in your favor on Contract No. 2975 in the amount of $1,987.04. If you will remember the semi-final and the final vouchers on this contract have been assigned by you to the US Fidelity and Guaranty Company,

I would refer you to Mr. Alling's letter of April 21 which stated that this voucher had been mailed to you for signature the day before and sending to you for signature the assignment form which will be necessary to attach to your voucher before it can be passed to the Secretary of State for audit. The letter requested that you sign the assignment form and return it when you return the signed voucher.

To date there is no record of an assignment form having been received at this office. In order to prevent delay, as there is a possibility that the original was lost, I am submitting herewith for your signature, a new copy of the assignment form.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by Carl F. Smith
Carl F. Smith
Accounting Division

cfs/rs
encl.

CC H. B. Glaisyer

UNITED STATES FIDELITY AND GUARANTY COMPANY

Portland Office
1112 Cascade Building

520 S. W. Sixth Avenue, Portland 4, Oregon

COPY

W. Talbot Sinclair
Manager

Joseph A. Boyce
Superintendent of Claims

June 20, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Re: 54-S-45 - Gerald Miller, Principal

Confirming my long distance telephone conversation with Mr. H. B. Glaisyer of today, please consider this letter your authorization to pay directly to Mr. Gerald Miller, final payment in the amount of $1,987.04 arising out of State Highway Contract No. 2975, subject of prior correspondence.

Your records will disclose that Mr. Miller has executed an assignment of these monies to this company, however this letter is to be considered as a full and complete release of such assignment, enabling you to make final payment directly to Mr. Miller, as requested above. A copy of this letter is being forwarded to Mr. Miller in order that he will be advised in the matter.

Our records disclose that the Shell Oil Company has been the only one to file formal claim in connection with the above contract, and this letter will advise that their claim in the amount of $2,000.00 has been paid and this company is in receipt of a full and complete release for such payment. Mr. Hickey of the Shell Oil Company advised the writer that he will write your office, confirming the foregoing payment and requesting that the claim of the Shell Oil Company be withdrawn.

In view of the foregoing, will you please forward to this office a copy of your letter of transmittal, forwarding the above payment to Mr. Miller, and likewise advise this office when the Shell Oil Company have withdrawn their claim.

We take this opportunity to thank you for the cooperation you have extended to us in connection with this matter.

Very truly yours,

/s/ Jos. A. Boyce

COPY JAB:hj

Jos. A. Boyce
Supt. of Claims

NOTED ON CARD

6-30-49 gk

RECEIVED
JUN 24 1949
FOR FILING

128-1011

2975-

June 23, 1949

Hon. Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

We acknowledge with thanks your letter of June 22nd to which was attached a statement from the Shell Oil Company advising that their claim in the amount of $2,000 against Gerald Miller on Contract No. 2975 has been discharged.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-23-49

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 22, 1949

Mr. H. B. Glaisyer,
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

There is enclosed for your information and files, a copy of a letter from Shell Oil Company Incorporated advising that their claim for $2,000.00, against Gerald Miller has been satisfied.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FA

Enc.

RECEIVED
JUN 23 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

6-23-49 gk

Mrs. Lewis

June 23, 1949

United States Fidelity and Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

We have today received through the Secretary of State a letter from the Shell Oil Company advising that their claim against Gerald Miller in the amount of $2,000 has been discharged. This claim was filed in our office on May 26th against Contract No. 2975 for grading the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Sherman County.

This information is furnished as the United States Fidelity and Guaranty Company appears as surety on the bond executed in connection with Contract 2975.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

cc - E. Roberts
1112 Cascade Building
Portland 4, Oregon

Gerald Miller
Burlington, Colorado

NOTED ON CARD
6-23-49

COPY

SHELL OIL COMPANY
INCORPORATED

1220 S. W. Morrison Street . Telephone
Portland 5, Oregon ATwater 7321

June 21, 1949

SECRETARY OF STATE
Salem, Oregon

This will refer to our notice dated May 24, 1949 whereby we filed claim in the sum of $2,000.00 against the bond taken from Gerald Miller, as principal, and United States Fidelity and Guaranty Company, as surety, covering the balance due us for petroleum products delivered in connection with Oregon State Highway contract No. 2975 in Sherman County.

We hereby notify you that our account has been paid by check received from United States Fidelity and Guaranty Company. Our claim should be considered as having been discharged.

Very truly yours,

SHELL OIL COMPANY
Incorporated

P. C. HICKEY
Credit Department

State of Oregon) ss
County of Multnomah)

R. H. Forbes, Division Credit Manager, deposes and says that the above statement is true and correct.

(SEAL) R. H. FORBES

Subscribed and sworn to before me
this 21st day of June, 1949.

VIRGINIA ALEXANDER
My commission expires July 14, 1950.

cc-Mr. Gerald Miller, Prineville, Oregon
United States Fidelity and Guaranty Co., c/o Ralph J. Brown, Prineville
United States Fidelity and Guaranty Co., Cascade Building, Portland, Oregon

NOTED ON CARD

L-23-49

RECEIVED
MAY 31 1949
FOR FILING

128-1011

2975

2975 - Nora Lewis

May 27, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have received three copies of a claim, your file No. 3174, filed by Shell Oil Company in the amount of $2,000 against Gerald Miller in connection with his Contract No. 2975 for grading on the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Sherman County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
5-27-49

2975

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 25, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received and filed as of this date, a notice of claim by Shell Oil Company, Incorporated, for work, in the sum of $2,000.00, against the bond taken from Gerald Miller, principal, and United States Fidelity and Guaranty Company, surety, for the work of grading West Cottonwood Canyon of the Wasco Heppner Secondary Highway in Sherman County, Oregon, Oregon State Highway Contract No. 2975, our file no. 3174.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAY 26 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

5-26-49

RECEIVED
MAY 28 [illegible]
FOR FILING

128-1011

2975

Ruth-Lewis

May 27, 1949

Mr. W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Dear Sir:

Attached is a copy of a claim received by us from the Secretary of State. This claim was filed by the Shell Oil Company, 1232 Southwest Harrison Street, Portland 5, in the amount of $2,800 against Gerald Miller in connection with our Contract No. 2975 for grading on the West Cottonwood Canyon Section of the Vantage-Toppenish Secondary Highway in Sherman County.

This information is furnished as the United States Fidelity and Guaranty Company appears as surety on the bond executed in connection with Contract 2975.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi
Attach.

cc - R. Roberts
1112 Cascade Building
Portland 4, Oregon

Gerald Miller
Burlington, Colorado

NOTED ON CARD

5-27-49

SHELL OIL COMPANY
Incorporated

1220 S. W. Morrison Street — Telephone ATwater 7321

Portland 5, Oregon

May 24, 1949

SECRETARY OF STATE
Salem, Oregon

Dear Sir:

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY INCORPORATED, has a claim in the sum of Two Thousand ($2,000.00) Dollars against the bond taken from Gerald Miller, as principal, and United States Fidelity and Guaranty Company, as surety, for the work of grading West Cottonwood Canyon of the Wasco Heppner Secondary Highway in Sherman County, Oregon, Oregon State Highway Contract Number 2975.

Said Claim is for petroleum products delivered to Gerald Miller on the above described job.

In the event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims the sum of One Hundred Fifty and 00/100 ($150.00) Dollars as attorney's fees and costs.

Dated this 24th day of May, 1949.

SHELL OIL COMPANY,
Incorporated

By P. C. HICKEY

State of Oregon) SS
County of Multnomah)

P. C. Hickey, being sworn upon oath, deposes and says: that the above statement and claim is just, true and correct; that the labor or material therein charged was actually rendered or furnished as therein stated and that no part of the same has been paid, and the labor or material therein charged was for the benefit of said principal and sureties and the State of Oregon.

(SEAL)

P. C. HICKEY

Subscribed and sworn to before me
this 24th day of May, 1949.

VIRGINIA ALEXANDER

My commission expires July 14, 1950

ENDORSED:
File No. 3174
Filed May 25, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
APR 22 1949
FOR FILING

128-1011

2975

April 22, 1949

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 2975, for grading on the West Cottonwood Canyon Section of Wasco-Sherman Secondary Highway in Sherman County, has been completed by the contractor, Gerald Miller, assigned to the United States Fidelity & Guaranty Co., and that final payment in the amount of $1,987.04 will be made on or after May 2, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $59,321.70, and that no force account work was performed on the project. This contract was completed on November 30, 1948 and accepted by the Commission on April 11, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Mr. B. Roberts
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD

4-22-49 g-c

RECEIVED
APR 25 1949
FOR FILING

128-1011

2975

[redacted] April 21, 1949

4-d

[redacted] Oregon State Highway Commission

[redacted]

In October of 1947, Contract No. 5048, covering the grading and topping of the Dark Cottonwood Canyon section of the Pendleton-Burns Highway in Gilliam County, was awarded to Donald Miller. The project authorization was $93,000. On February 3, 1948, Contract No. 5175, for grading the Dark Cottonwood Canyon Auxiliary, was awarded to the same contractor. The project authorization was $55,000.00.

No surfacing was provided for the Dark Cottonwood Canyon section, owing principally to lack of funds, and further to the belief that the excavated materials were such that a satisfactory surface for temporary use could be obtained. This, in general, was true, but there were a few short sections where light shale soil formed such deep dust pockets that additional surfacing materials were necessary. Mr. Penfield and Mr. Chandler will recall that, on the Contractor's trip last summer when this section was traversed during construction, the dust situation was terrible.

Some excavation material was encountered on the Dark Cottonwood Canyon Section suitable for surfacing purposes, and it was, therefore, found possible to effect an economy of gravel surfacing on this section. As both sections were under contract with the same contractor, an agreement was made to transfer some surfacing materials from the Dark Cottonwood Canyon Section to the Dark Cottonwood Canyon Section.

This transfer resulted in an overrun of the Dark Cottonwood Canyon Section of $5,998.32. The Dark Cottonwood Canyon Section underran $4,776.84, or a net result of $1,158.62 underrun on the combined contracts.

While it is merely a bookkeeping entry, we feel that the book Goldendale Oregon Corporate extension by 10.775 miles is necessary to have your approval for this extension to clear the records.

This matter will be on the work agenda for your consideration, and I recommend your approval of the 10.775 extension on Goldendale Ore. Wash. Un Rock Goldendale Oregon Section.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:jmd
cc: W. C. Williams
M. H. Hanks

RECEIVED
APR 21 1940
FOR FILING

126-1011

2975

April 20, 1940

Mrs. A. Bayers, Supt. of Claims
U. S. Fidelity and Guaranty Company
1112 Commerce Building
520 S. W. Sixth Avenue
Portland 4, Oregon

Dear Mrs. Bayers:

This is to acknowledge receipt of your letter of April 19th, enclosing an original and one copy of the Assignment given by Gerald Miller to the United States Fidelity and Guaranty Company, of all moneys due or to become due him from the State of Oregon for work performed in connection with State Highway Contract 1975, for grading the West Cottonwood Canyon Section of the [redacted]-Shaniko Secondary Highway in Sherman County.

The Assignment is in proper form and we shall be pleased to honor it. Any future warrants in connection with this job will be mailed to the United States Fidelity and Guaranty Company as directed in the Assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEG:tc

cc - M. H. Hanks (2)
F. A. Gurry

cc - Gerald Miller
Burlington, Colorado

Mr. Hanks: I attached the signed copy of the Assignment mentioned in the above letter. Will you please see that future warrants in connection with this job are issued in conformity therewith. The warrants may be mailed to the Surety as soon as received from the Secretary of State.

immediately

NOTED ON CARD
4-20-40 JGL

COPY

GENERAL FILES

(Original letter filed in Contract No. 2975)

UNITED STATES FIDELITY AND GUARANTY COMPANY
1112 Cascade Building
520 S. W. Sixth Avenue, Portland 4, Oregon

April 19, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Re: 54-S-45 - Gerald Miller, Principal

We are enclosing herewith for filing, assignment of claim executed by Gerald Miller assigning to this company all monies due or to become due Mr. Miller from the State of Oregon for work performed under State Highway Contract No. 2975, grading the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, in Sherman County.

This letter will also constitute the consent of this company to the above described assignment and may we please request that all monies now due or to become due be forwarded to this office.

Yours very truly,

Jos. A. Boyce /s/

Jos. A. Boyce
Supt. of Claims

ATED ON CARD

4520-49 gl

RECEIVED
APR 13 19
FOR FILING

COMMISSIONERS
T. H. BANFIELD, Chairman
Portland
A. W. SCHAUPP, Member
Klamath Falls
BEN. R. CHANDLER, Member
Coos Bay

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
State Highway Engineer
J. H. DEVERS
Chief Counsel
H. B. GLAISYER
Secretary

April 11, 1949

128-1011
2975

NOTED
H. B. GLAISYER

Mr. Gerald Miller
Prineville, Oregon

Dear Sir:

In connection with our telephone conversation of last Friday, I find that the office of the Secretary of the Commission does not definitely indicate that the request from the surety company to hold up delivery of the warrant on the semi-final payment under contract No. 2975, involves only the oil company claim that you mentioned and the secretary has requested that you correspond with him by telephone in order to expedite release of the warrant when issued.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

by Carl F. Smith
Carl F. Smith
Accounting Division

cfs/rs

cc H. B. Glaisyer
D. B. Taylor

Miller phoned 4/13/49 - OK to him - mtg requested hold up warrant

RECEIVED
MAR 23 1949
FOR FILING

178-1011

2975

Salem, Oregon
March 22, 1949

Mr. M. M. Hamlet

I attach hereto two copies of a letter I have just received from the U. S. Fidelity and Guaranty Company, requesting that semi-final and final payments to Gerald Miller in connection with his contract, No. 2975, for grading of the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Sherman County, be withheld pending receipt of approval of the surety. Will you please make a note of this request and hold up further payments in connection with this job until otherwise advised.

I also attach two copies of my reply to Mr. Boyes.

Respectfully yours,

Secretary

HEG:ts
Enc.

Miss Lemmb
note on card
4/5

NOTED ON CARD
3-22-49 R

March 31, 1949

Joseph A. Bayne,
Superintendent of Claims
U. S. Fidelity and Guaranty Co.
1112 Commonwealth Building
520 S. W. Ninth Avenue
Portland 4, Oregon

Dear Mr. Bayne:

In your letter of March 21, 1949, which I have just received, you request that the semi-final payment to Gerald Miller, in connection with his contract No. 2975, with the State Highway Commission, for grading the Rock Subbase and Surface Course of the Wasco-Shaniko Secondary Highway in Sherman County, be withheld pending receipt of approval from you.

We shall be pleased to comply with your request. Instructions to that effect are being given to our Chief Accountant today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HMO:bb

cc - Floyd Young
Malcolm Hamlin (2)

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 CASCADE BUILDING
520 S. W. SIXTH AVENUE, PORTLAND 4, OREGON
TELEPHONE: ATWATER 6511

W. TALBOT SINCLAIR
MANAGER

JOSEPH A. BOYCE
SUPERINTENDENT OF CLAIMS

March 21, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

This will acknowledge the receipt of your letter dated March 18, 1949, advising this office of your intention to make semi-final payment to Gerald Miller, on contract No. 2975, covering grading on the West Cottonwood Canyon Section of Wasco-Heppner Secondary Highway in Sherman County. The payment referred to by you is in the amount of $5,108.10, such payment to be made on or after March 28, 1949, with retained percentage being $1,773.24.

It is the request of this office that the semi-final payment referred to above as well as the final payment, not be made until you are in receipt of the approval of this office, it being our desire that no payments be made to Mr. Miller until you are in receipt of our approval and release of such payments.

Kindly acknowledge receipt of this letter.

Yours very truly,

Jos. A. Boyce
Supt. of Claims

ANSWERED
H. B. GLAISYER

JAB/mw

RECEIVED
MAR 23 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-22-49

NOTED 30
DATE

U. S. F. & G.

RECEIVED
MAR 21 1947
FOR FILING
128-1011
2975

March 18, 1949

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised of the intention of the State Highway Commission to make semi-final payment to Gerald Miller, on contract No. 2975, covering grading on the West Cottonwood Canyon Section of Wasco-Heppner Secondary Highway in Sherman County. This payment, in the amount of $5268.10, will be made on or after March 28, 1949. The retained percentage is $1,773.24.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: United States Fidelity & Guaranty Co.
Baltimore 3,
Maryland

Mr. B. Roberts
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
3-15-49 JR.

RECEIVED
MAR 21 1949
FOR FILING

128-1011

2975

2975 Geo. Lewis

March 18, 1949

U. S. Fidelity and Guaranty Company
520 Southwest Sixth Avenue
Portland 4, Oregon

Gentlemen:

We have your letter of March 15, concerning the status of Contract No. 2975 with Gerald Miller for work on the West Cottonwood Canyon Section of the Wasco-Heppner Secondary in Sherman County.

As stated in your letter, this job was completed on November 30, 1948, but at this date has not as yet been accepted by the Commission. In the event that it is accepted at the next Commission meeting, April 11 and 12, final payment will not be made before April 22.

We have no record in our office of any unsatisfied claims against this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 CASCADE BUILDING
520 S. W. SIXTH AVENUE, PORTLAND 4, OREGON
TELEPHONE: ATWATER 8511

W. TALBOT SINCLAIR
MANAGER

March 15, 1949

2975

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bond 58801-12-282-48
Contract No. 2975
GERALD MILLER

Dear Mr. Glaisyer:

Under date of February 25th, you very kindly completed our Status Report indicating the status of the above Contractor for the West Cottonwood Canyon Section of the Wasco Heppner secondary highway. According to the report, you stated the contract was finished on November 30, 1948. Under the circumstances, we presume it will be in order for ~~us~~ to close our records as of that date. If so, can you tell us when the final payment will be made to Mr. Miller.

Very truly yours

W. TALBOT SINCLAIR, MANAGER

By C. R. Alexander
C. R. Alexander, Supt.
Fidelity and Surety Department

CRA:flk

REFERRED TC
BY SECRETARY

RECEIVED
MAR 16 19
OREGON
STATE HIGHWAY COMMISSION

U. S. F. & G.

Form B-1—232—1-48

128-10 11

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 3, 1948, 19....

Section West Cottonwood Canyon

Highway Wasco - Heppner

Contractor Gerald Miller

Date of contract Feb. 3, 1948, 19....

Date work started Mar. 23, 1948, 19....

Amount of contract $46,012

Kind of work Grading

Section prefix 128-1011

Contract number 2975

Date of completion Aug. 31, 1948, 19....

Estimated date of completion Nov. 30, 1948, 19....

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $50,012

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $....., ... %

Date project was completed ....., 19....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was finished on Wednesday Nov. 30th.

NOTED H. G. SMITH

NOTED H. W. LIBBY

NOTED RAY WEST

NOTED E. M. BOOTH

Signed Dean Swift.

Address The Dalles, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.52				
Miles partially completed					
Miles completed	3.52				
Total estimated quantities	62,000				
Estimated quantities moved or placed to date	62,000				
Average daily quantities	0				
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders 1, Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers 2, Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	rain		
Tuesday	"		
Wednesday	fair		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
DEC 6 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 17 1948
FOR FILING

128-10 11

A/c's

Mrs. Lewis notarized

November 15, 1948

W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Co.
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Sinclair:

We have today received a letter signed by Mrs. Oscar Forseth which states as follows:

"Received notice from First State Bank in Milwaukie that all the checks from Mr. Gerald Miller had cleared the Redmond Bank. In full settlement of the claims that Mr. Forseth & Mr. Keenen had against him."

We presume that this is the claim in the amount of $922.64 filed with this office on September 20 and of which we notified you on September 21.

This information is passed on to you as your company appears as surety under Contract No. 2975 with Mr. Gerald Miller for work on the West Cottonwood Section of the Bonco-Keppner Secondary Highway.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:dr 11/16

cc - E. Roberts
1112 Cascade Bldg.
Portland 4, Oregon

Mr. Gerald Miller
Bonners Ferry
Idaho

NOTED ON CARD
11-16-48 JL

Mrs. Grace
notified

November 15, 1948

Contract
2975

Mrs. Oscar Forseth
7921 Southeast 82nd Avenue
Portland 66, Oregon

Dear Mrs. Forseth:

We acknowledge with thanks your letter of November 12 in which you state that all the checks from Mr. Gerald Miller had cleared the Redmond Bank, in full settlement of the claims that Mr. Forseth and Mr. Keenon had against him.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAG:dr 11/16

NOTED ON CARD
11-16-48 GR

~~2978~~
2975

Portland Ore.
Nov 12, 1948.

Mr H. B. Glaisyer
State Highway comm.
Salem, Ore.

Dear Sir:

Recieved notice from First State Bank in Milwaukie that all the checks from Mr Gerald Miller had cleared the Redmond Bank, In full settlement of the Claims that Mr Forseth & Mr Benom had against him.

Thanking you for your cooperation
I Remain.

Mrs Oscar Forseth.

REFERRED TO Gurley BY SECRETARY

Acknowledge with thanks - note on card
2975

NOTED ON CARD
11-15-48 gr

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 13 1948
FOR FILING
128-10 11
2975

October 11, 1948

Mr. Gerald Miller
Box 568
Sumners Ferry, Idaho

Dear Mr. Miller:

I am returning to you three checks that you recently sent to the State Highway Commission, totaling $745.05, which you state represent the full amount that you owe Oscar Forsyth and William H. Keenan for services rendered you in connection with your contract, No. 2975, with the State Highway Commission for the construction of the final determined Canyon Section of the Vance-Hopper Secondary Highway, in Sherman County.

It is noted in your letter, dated September 25, 1948, (not the original, but one marked copy and without signature) that you wish these checks forwarded to Messrs. Forsyth and Keenan upon receipt from them of a release in full of their claim.

The State Highway Commission prefers not to handle the account for you, so we are returning the checks that you may complete your arrangement with Messrs. Forsyth and Keenan direct.

The checks referred to above are all written on the National Branch of the U. S. National Bank of Portland, Oregon. Check No. 99 is payable to the order of Oscar Forsyth and Wm. H. Keenan in the amount of $112 and is signed by Gerald Miller. Check No. 100, made payable to the order of Oscar Forsyth, is in the sum of $617.05. This check was also signed by Gerald Miller. Check No. 103 is made payable to the order of Oscar Forsyth and is in the amount of $16. This check was signed by Mrs. Gerald Miller.

I also enclose a carbon copy of a letter that I have directed to Oscar Forsyth as the result of a telephone conversation that I had with Mrs. Forsyth a few moments ago.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HHB:ms
Encs.

cc - Mr. Oscar Forsyth
U.S. Fidelity & Guaranty Co.
Mr. Floyd Query

October 11, 1948

Mr. Oscar Forsyth
7921 S. E. 82nd Avenue
Portland 66, Oregon

Dear Mr. Forsyth:

I talked to Mrs. Forsyth a few moments ago over the telephone regarding settlement of your claim against Mr. Gerald Miller, arising out of State Highway Contract No. 2975 for grading the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, in Sherman County, Oregon. I told Mrs. Forsyth that I had three checks in my possession from Mr. Miller, as follows:

Check No. 99 on the Redmond Branch of the U. S. National Bank of Portland, Redmond, Oregon, payable to the order of Oscar Forsyth and Mr. A. Hansen, in the amount of $112

Check No. 100 on the same bank, payable to the order of Oscar Forsyth, in the amount of $617.05

Check No. 103 on the same bank, payable to Oscar Forsyth, in the amount of $[illegible]

Check No. 103 was signed by Mrs. Gerald Miller, and the other two were signed by Gerald Miller.

I also told Mrs. Forsyth that I would forward the checks to her in today's mail; however, in rereading Mr. Miller's letter concerning the disposition of the checks, I find the following paragraph:

"Now if he wants to take the checks and will sign a release of his claim against our check all O.K. Let him have the check when the release is signed and not before."

Circumstances being as they are, I am obliged to return the checks to Mr. Miller, which I am doing in today's mail, so that he can forward them to you direct and secure his own release.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HMS:ce

cc - Mr. Gerald Miller
Box 566
Lewiston Ferry, Idaho

U. S. Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
Commerce Building
Portland 4, Oregon

Mr. Floyd Carey

COPY

7.31 miles of fence at $2.25.00 per mile

paid - July	1644.75
	807.75
	837.00
paid in advance	200.00
	637.00
(83 gal gas not in tank)	18.68
	618.32
	1.28
	$617.04 due

720	gas for truck
250	gas for truck
970	
158	7 gal gas for truck
1128	
1000	hauling post
128	

4 hours hauling gravel	4.00		16.00 due
320 yds of rip rap on	29 75		
to Oscar Forseth and W. M Kennan		.35	$112.00 due

CARBON COPY FROM
UNITED STATES FIDELITY AND GUARANTY COMPANY
W. TALBOT SINCLAIR, Manager
PORTLAND 4, OREGON

September 29, 1948

CC E. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Mr. Gerald Miller
Box 960
Bonners Ferry, Idaho

Dear Mr. Miller:

We wish to express our appreciate in sending us a copy of your letter of September 25th addressed to the Oregon State Highway Commission relative to the claim of Oscar Foreeth under Contract No. 2975 for the Oregon State Highway Commission. Will you please notify us when an acknowledgement is made to you by the State Highway Commission as to the satisfactory disposition of this matter.

Very truly yours

W. TALBOT SINCLAIR, MANAGER

By C. R. Alexander
C. R. Alexander, Supt.
Fidelity and Surety Department

CRA:flk

RECEIVED
SEP 30 1948
OREGON
STATE HIGHWAY COMMISSION

3 checks attached 10-1-48. I.L.

#48 100 103

Bonners Ferry. Idiho

Sept, 25 *48

Oregon State Highway Commission.
Dear Sirs;

I am enclosing the checks due Mr Oscar Forseth and as they were being made out to be sent to him when we received your letter he had no cause to get so excited as he had agreed to wait untill the work was paid for by the State before he was to worry about his money.

As to the Rip Rap He has made a claim for the entire amount when part of it belongs to Mr W.M. Keenon And He ask me to make the payment to Mr Oscar Forseth and Mr W.M. Keenon when I sent the check to them. Now he appears to want it all for himself. There is only 320 yds. instead of 414 as you will see on the estamate for project 2975 where the rip rap was hauled. and they were to be paid the same as we got paid,

On the 4 hours of hauling gravel it would be $16.00 instead of $18.00 as we paid the 5 yd trucks $4.00 per hour.

He allso sold us a tank of Gas when masured was 85 gal; short of the amount for which he was paid,

We paid him $200.00 advance on the fence. and $807.75 again before it was due, and felt we had more than treated him fair. as his agreement was to do the entire 10 miles of fence and he broke his contract when he did only part of it and left;
As to the tool house which he is charging us with. We never did want it or need it . He only wanted us to buy it so he would,"t have to take it home . But we never wanted it and certainly did not buy it . and we see no reason why we have to buy it if we don,t want it.

Now if he wants to take the checks and will sign a reliase of his claim against our check all O.K.Let him have the check when the relase is signed and not before

He came on the job so drunk he had to be run off by the Shovel runner and that is the reason I never got his tickets for hauling the gravel.

We fell if Mr Kevin Laughlin had not told Mr Oscar Forseth a lot off our private affairs and about our contract prices with the Stateof Oregon on the fence we would never have had any trouble with Mr Forseth and he no doubt would have finished. the entire fence contract. We allways felt that the res. Engeneer was obligated to keep contract prices, private busisnes; and personal affairs between the engeeneer and the contractor confiuencial. and as Mr Kevin Laughlin failed to do this it has made it very hard for us on this project of 2948

We are sorry to have had so much confusion when it all could have been avoided.

Yours truly;

Copy

Forseth claim
against Gerald Miller, Contract 2975

Miller on 9-20-48 filed claim for #922.64.
on 9-30-48 received 3 checks from Miller
(#99 for #112.00
#100 for 617.05
#103 for 16.00
#745.05 which he claims is all that is due. He asks us to get a release from Forseth. (Checks & Miller letter are in cash drawer)
There is some ruckus between Forseth & Miller. Believe we should send checks back to Miller & have him get his own release.

The two other letters deal with gas & oil reports to the Res. Engr., Laughlin. These have been sent to Probert, 10-1-48.

F. Query

[redacted]

Oscar Forsett

7921 SE 82nd

Portland 66

[redacted]

16 00
6 17.05'
3.05'
3
6 11
7 45.05'
112 00

7.31 miles of fence at $224.00 per mile

paid. July.	1644.75
	807.75
	837.00
paid in advance	200.00
	637 00
(83 gal gas Not in tank)	18.68
	618.32
	1.28
	$617,04 due

~~10.00 Hauling posts.~~

~~9 70~~
~~36~~

720 gas for truck
250 Gas for truck.
970
158 7 gal gas for truck
11,28
10.00 Hauling post
1 28

4 hours Hauling groval. 4.00 16.00 due

320 yds of rip rap on 2975-

to Oscar Horseth and W.M Keenen . 33¢ $112.00 due

RECEIVED
SEP 28 1948
FOR FILING

128-1011

2975

September 24, 1948

Mr. Gerald Miller
510 E. 6th St.
Prineville
Oregon

Dear Sir:

The State Highway Commission, at its meeting on September 13, 1948, had under discussion your request for an extension of time of 90 days, from August 31 to November 30, 1948, within which to complete your contract No. 2975 for the West Cottonwood Canyon Section of Wasco-Heppner Secondary Highway in Sherman County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc/ Forest Cooper,
Division Engineer

H. O. Smith

NOTED ON CARD

2-24-48 jc

RECEIVED
SEP 28 1948
FOR FILING

note on Card

128-1011

2975

September 21, 1948

NOTED
H. A. GLAISYER

Mr. Oscar Forseth
7921 Southeast 82nd Street
Portland, Oregon

Dear Mr. Forseth:

This letter is an acknowledgement of the claim presented in this office yesterday by Mrs. Forseth in the amount of $922.64 against Gerald Miller on Contract No. 2975 for fencing and other work performed by Mr. Forseth on the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Sherman County.

This claim will be brought to the attention of Mr. Miller and the United States Fidelity and Guaranty Company, surety on the bond and whose agent is B. Roberts, 1112 Cascade Building, Portland 4.

If the claim is not taken care of in due time we would suggest that you contact Mr. Roberts and, if you feel that it is necessary, file your claim with the Secretary of State as outlined in the excerpt attached.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
9-21-48 gf

RECEIVED
SEP 28 1948
FOR FILING

noted on card

2975

September 21, 1948

W. Talbot Sinclair, Manager
U. S. Fidelity and Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Sinclair:

Mr. Oscar Forseth of 7921 Southeast 52nd Street, Portland, has filed with this office a claim in the amount of $922.64 against Gerald Miller on Contract No. 2975 for work performed on the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Sherman County.

A copy of the claim as presented to us is attached hereto. This information is being sent to you as you appear as surety under the above bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Encl.

cc - Mr. B. Roberts
1112 Cascade Building
Portland 4, Oregon

Mr. Gerald Miller
510 East 6th Street
Prineville, Oregon

NOTED ON CARD
9-21-48, gl

9-20-48

Mrs. Oscar Forseth
7921 SE 82nd St.
Portland

Came in re claim against Gerald Miller, Contract 2975 —

"Balance on fence for July	@ 747.00
Aug. 3, 4 hrs. hauling @ $4.50	18.00
June 2 and 3, 414 yds. rip rap @ 35¢	144.90
Hauling Load fence posts	10.00
1 tool house	10.00
	@ 929.90
Less 33 gal. gas at 22¢ "	7.26
	922.64

signed
Mrs Oscar Forseth

REFERENCE SHEET

Chicago, Rock Island & Pacific Railway Company File No.

Chief Engineer Harold Miller in connection with his statements Nos. 2972 and 2975. Date 9/9/48

FEDERAL AID JOB
S - 49 (1)
F248

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RECEIVED
SEP - 1 1948
FOR FILING

128-10 11
2972

August 31, 1948

Oregon State Highway Commission

Request for extension of time
No. 7
September 13 and 14 meetings

Gentlemen:

Herewith a request from Gould Miller for an extension of time from August 31, 1948 to November 30, 1948, on Contract 2972, Rock Cushioned Oregon Section of the Ontario-Nyssa Highway.

Because of the inaccessibility of this project from nearby towns, the contractor has been unable to secure sufficient help to carry this work on to completion by the specified date. Also, we have requested him to place some topping on this project which was not included in the original contract.

The State has not been inconvenienced by the failure of the contractor to complete this project on time, and I, therefore, recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - W. C. Williams
H. G. Smith

RECEIVED
SEP 10 1948
FOR FILING

2975
128-10 11

Salem, Oregon
August 24, 1948.

COPY

Mr. Malcolm H. Hawkes:

On August 18, 1948, we advised you that a claim had been filed by the Walther-Williams Company against Gerald Miller in connection with his contracts Nos. 2948 and 2975 with the State Highway Commission and requested that you withhold further payments to Mr. Miller in connection with both jobs until the claim had been disposed of.

Attached is a copy of the release of claim entered bu the Walther-Williams Company against these jobs. In view of this release, you may consider this letter as your authority to make payments to Mr. Miller in connection with these jobs.

Secretary

cc
Attch.

RECEIVED
AUG 26 1948
FOR FILING

128-1011

2975

August 23, 1948

United States Fidelity and Guaranty Co.
Baltimore 3
Maryland

Contract #2975

Gentlemen:

This will acknowledge receipt of a copy of the satisfaction of claim against Gerald Miller entered by the Walter-Williams Company. Thank you for sending us this information.

We are making the proper notations in our records of this job regarding this claim.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec

cc - U.S. Fidelity & Guaranty Co.
B. Roberts, Agent
1112 Cascade Building
Portland 4, Oregon

Walther-Williams Company
The Dalles, Oregon

Mr. Gerald Miller
510 E. 6th Street
Prineville, Oregon

Mr. J. M. Devers
Mr. Floyd Query

NOTED ON CARD
8-23-48 SR

R E L E A S E COPY

We the undersigned, WALTHER-WILLIAMS COMPANY, hereby acknowledge receipt of the sum of Twelve Hundred and Eighty-five — 42/100 (1285.42) Dollars paid to us by GERALD MILLER and/or UNITED STATES FIDELITY AND GUARANTY COMPANY for labor and/or material furnished in connection with Oregon State Highway Commission Contract No. 2948 and Contract No. 2975 and do hereby release and forever discharge the said GERALD MILLER and UNITED STATES FIDELITY AND GUARANTY COMPANY from any and all debts, claims, demands and liabilities arising out of and in connection with said contracts.

Dated this 20 day of August, 1948.

WALTHER-WILLIAMS COMPANY

By /s/ E G HARLAN, MGR.

Personally appeared before me this 20th day of August, 1948, E. G. HARLAN who deposes and says that the above statement is true and correct to the best of their knowledge and belief.

/s/ JOHN J. MILLER
NOTARY PUBLIC FOR OREGON
My Comm expires 5/23/52

SEAL

RECEIVED
AUG 20 1948
FOR FILING

Files

128-1011

Salem, Oregon
August 18, 1948

Mr. Malcolm H. Hawke

A claim has been filed in the Legal Department by the Walther-Williams Company against Contracts Nos. 2948 and 2975 awarded to Gerald Miller for the construction of the East Cottonwood Canyon Section and the West Cottonwood Canyon Section, respectively, of the Wasco-Heppner Secondary Highway.

Mr. Devers has requested that further payments to Mr. Miller in connection with both of these jobs be held up until the claims have been disposed of. Will you, therefore, please make note in your records to withhold further payments to Gerald Miller in connection with both jobs until further advised by this office.

Secretary

HBG:ee

cc - Mr. Floyd Quarry

Make proper notation of the above on the card for each project, please.

H. B.G.

NOTED ON CARD
8-18-48 gf

FORM E-00 2000 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 17, 1948

SUBJECT:

To: Mr. H. B. Glaisyer,

Office.

Dear Mr. Glaisyer:

Attached is copy of my letter written today to Mr. Gerald Miller and his surety relative to a claim in favor of the Walther-Williams Company and which is related to Mr. Miller's contracts Nos. 2948 and 2975.

I suggest that further payments to Mr. Miller be withheld until this matter can be disposed of.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

NOTE TO Hauke
DATE 8/20

NOTED ON CARD
8-17-48 gf

FORM S-1203 10M 11-47

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

August 17, 1948

Mr. Gerald Miller,
510 East Sixth Street,
Prineville, Oregon.

Dear Sir:

There has been filed with the State Highway Commission notice of claim against you in favor of Walther-Williams Company for materials furnished you in connection with your contracts with the State, which contracts are identified as Contract No. 2948 and Contract No. 2975. The amount of the claim is $1,285.42.

Will you please let me know by return mail what disposition will be made of this claim so that I may report to the Highway Commission.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Walther-Williams Company
The Dalles, Oregon

U. S. F. & G. Co.
Baltimore 3, Maryland

B. Roberts
1112 Bedell Building,
Portland, Oregon

H. B. Glaisyer

NOTED ON CARD
8-17-48 gk

RECEIVED
AUG 16 1948
FOR FILING

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 CASCADE BUILDING
520 S. W. SIXTH AVENUE, PORTLAND 4, OREGON
TELEPHONE: ATWATER 8511

128-1011

W. TALBOT SINCLAIR
MANAGER

August 9, 1948

Mr. H.B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 2975
Gerald Miller

Dear Mr.Glaisyer:

We enclose executed Request of Time Extension on Construction Contract under the above contract.

Very truly yours

W. Talbot Sinclair, Manager

By C.R. Alexander
C. R. Alexander, Supt.
Fidelity and Surety Department

Sent to Pearce 8-11-48 FLR

flk

Enclosure-1

NOTED
H. B. GLAISYER

RECEIVED
AUG 10 1948
OREGON
STATE HIGHWAY COMMISSION

U. S. F. & G.

COMMISSIONERS
H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
SEN. R. CHANDLER, MEMBER
COOS BAY

RECEIVED
MAY 17 1948
FOR FILING

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

128-1011
2975-
518 W

May 15th, 1948

Mr. Edward Hofmann
Gaston, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Owing to the limited funds available for the Cottonwood Grade, it has been necessary to place a preliminary surface of pit run gravel. The Commission has already allocated a large amount of money for a road of this character, and the gravel will serve until traffic increases and a higher type road is justifiable.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. C. Smith
Construction Engineer

HCS:AR

cc to: W. C. Williams

ASSIGNMENT No. 410
WOW

DESCRIPTION: Let. 5/10/48 from Edward Rietmann, Condon, Ore., re. use of river sand on Cottonwood Grade on Highway 206.

DATE: 5/12/48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 5-14-48-dw

REMARKS:

London Oregon.

State Highway Comm. May 10 1945

Salem

Oregon.

Have been looking over the work
that is being done on the Cottonwood
grade on Highway 26 & think they are
doing a good job grading it.
I have heard that the Highway
commission were planning on
putting river gravel on it instead
of crushed rock, personall & cant
believe it that you would do that.
I saw several parts of US thirty or
the Columbia Highway was done
that way and it had to be done
over in a short time and it
was had to drive on all the
time.
I am well pleased with the work
done from London west.
Thanking you for a reply on those
matters

Very Truly yours

Edward Rietmann

RECEIVED
MAR 4 1948
FOR FILING

128-1011

March 2, 1948

Mr. Gerald Miller
510 E. 6th Street
Prineville
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2975, which was awarded to you on February 3, 1948 by the State Highway Commission, covering the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway, in Sherman County. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el
encl. 1

RECEIVED
FEB 6 1948
FOR FILING

128-1011

27.75

February 4, 1948

Mr. Gerald Miller
510 East 6th Street
Prineville, Oregon

Dear Mr. Miller:

The State Highway Commission on February 3, 1948, awarded you the contract for grading on the West Cottonwood Canyon Section of the Wasco-Heppner Secondary Highway in Sherman County. This award was based on your low bid of $46,012 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

FI-138(5) Johns-Mackin Gulch Sec., Pacific Hwy. 1948

#2976

RECEIVED
JUL 6 1949
FOR FILING

R. H. Baldock

June 27th, 1949

NOTED
State Highway Engineer

Johns-Makin Gulch Section
Contract #2976-
71-138(5)

FINAL COST ANALYSIS
Grading, Surfacing and
Bituminous Macadam
Babler Bros., Contractor
Glenn Roberts, Resident Engineer

Pacific Highway
Prefix 10-1035, FI-138(5)

2976

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All	All	$5,500.00	$	$2,654.11	$5,500.00
Removal of Detour Bridges	All	All	5,000.00		2,865.16	5,000.00
Structural Exc.	119.64	Cu. Yd.	3.00	2.29	274.73	358.92
Trench Exc.	39.4	" "	2.00	1.75	68.95	78.80
General Exc.	20,098.8	" "	1.00	0.627	12,594.97	20,098.80
Short Overhaul	20,714	Yd. Sta.	0.02	0.02	414.28	414.28
Long Overhaul	144.87	C-Yd. Sta.	0.50	0.38	55.05	72.44
Finishing R/B & Slopes	All	All	1,000.00		875.00	1,000.00
18" Concrete Pipe	423	Lin. Ft.	4.00	2.83	1,198.80	1,692.00
Concrete Catch Basin	1	Each	100.00	87.04	87.04	100.00
Salvaging Surfacing Material	716.3	Cu. Yd.	1.00	0.75	537.23	716.30
Selected R/B Topping	24,478	" "	0.60	0.334	8,179.73	14,686.80
Hauling " "	41,744.5	Yd. Mi.	0.15	0.124	5,176.32	6,261.68
3/4"-0" Cr. Mat'l. in Level Course & Shldrs.	15,945	Cu. Yd.	2.50	1.98	31,534.64	39,862.50
Sprinkling	2,248.7	M-Gal.	2.00	1.83	4,115.12	4,497.40
Preparation of Base	14.36	Mile	200.00	165.50	2,376.58	2,872.00
Furnish & Place Aggregate	26,377.5	Cu. Yd.	3.30	2.395	63,174.11	87,045.75
Furn. & Place 121-150	1,604.91	Ton	36.00	33.30	53,443.50	57,776.76
Furn. & Place RC-3 or Emul. Asphalt	579.99	"	37.00	34.30	19,893.66	21,459.63
3/4"-½" Cr. Rock in Stockpile	2,839	Cu. Yd.	2.00	1.455	4,130.75	5,678.00
½"-¼" Cr. Rock in Stockpile	2,829.4	" "	2.00	1.455	4,116.78	5,658.80
¼"-0" Cr. Rock in Stockpile	1,643.8	" "	2.00	1.455	2,391.73	3,287.60

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
SP Screen Rejects in Stockpile	1,451.7	Cu. Yd.	$0.25	$0.25	$370.43	$370.43
SP Screen Rejects on Road	2,640	" "	0.25	0.25	660.00	660.00
SP Hauling Rejects on Road	10,842	Yd. Mi.	0.12	0.12	1,301.04	1,301.04
Force Account					98.39	959.84
					$223,388.10	$287,409.77

	Gross Revenue	Total Cost	Profit	% of Profit
Babler Brothers	$195,136.69	$148,281.73	$46,854.96	24.0%
*J. S. Risley	87,273.08	72,241.21	15,031.87	17.2%
**Merle Sleeper	5,000.00	2,865.16	2,134.84	42.6%
	$287,409.77	$223,388.10	$64,021.67	22.3%

* J. S. Risley produced the crushed rock.
** Merle Sleeper removed the detour bridges.

Detail of Cost
For Contractor & Subcontractors

Labor:

Supervision and Labor		$59,669.38	
Insurance		3,719.87	
			$63,389.25

Materials:

18" Concrete Pipe	423 lin. ft. at $1.91		$808.84
Catch Basin Frame & Gate			21.50
Cement	8 sacks	" 0.90	7.20
121-150 Asphalt	1,604.91 ton	" 21.00	33,703.11
RC-3 Asphalt	306.53 "	" 22.50	6,896.93
Emulsified Asphalt	273.46 "	" 16.50	4,512.09
	(Bay District)		
Freight on 121-150 and RC-3 from Portland			
	1,911.44 ton at $6.00		11,468.64
Freight on Emulsion from Bay District			
	273.46 at $11.20		3,062.75
Demurrage			70.30
			60,551.36

Equipment Rental & Misc. Supplies:

Equipment Hired	$39,659.60	
" Owned	11,950.86	
Bond	1,756.78	
Misc. Supplies	8,658.43	
Gas, Oil & Grease	13,813.02	
Explosives	4,863.24	
General Overhead	13,645.56	
Move In	4,700.00	
Drill Steel	400.00	
		99,447.49
		$223,388.10

Detail of Cost
Babler Bros., Contractors

Labor:

Supervision and Labor				$33,232.14	
State Industrial Accident Insurance				618.58	
Social Security and Unemployment Insurance				1,118.49	
					$34,969.21

Materials:

18" Concrete Pipe	423	lin. ft.	at	$1.91	$808.84
Catch Basin Frame & Grate					21.50
Cement	8	sacks	"	0.90	7.20
121-150 Asphalt	1,604.91	ton	"	21.00	33,703.11
RC-3 Asphalt	306.53	"	"	22.50	6,896.93
Emulsified Asphalt (Bay District)	273.46	"	"	16.50	4,512.09
Freight on 121-150 & RC-3	1,911.44	"	"	6.00	11,468.64
Freight on Emulsified Asphalt (Bay District)	273.46	"	"	11.20	3,062.75
Demurrage					70.30
					60,551.36

Equipment Rentals and Misc. Supplies:

Equipment Hired	$13,147.86	
" Owned	11,950.86	
Bond	1,119.28	
Misc. Supplies	5,017.19	
Gas, Oil & Grease	9,095.81	
Explosives	34.60	
General Overhead	10,245.56	
Move In	2,150.00	
		51,761.16
		$148,281.73

Detail of Cost
J. S. Risley, Subcontractor

Labor:

Labor and Supervision	$25,103.17	
State Industrial Accident Insurance	878.61	
Social Security & Unemployment Insurance	1,004.13	
		$26,985.91

Equipment Rentals & Misc. Supplies:

Rental	$24,646.00	
Explosives	4,828.55	
Misc. Supplies & Repairs	3,396.04	
Lumber	969.50	
Drill Steel	400.00	
Move In	2,550.00	
Bond	637.50	
Gas, Oil and Grease	4,427.71	
General Overhead	3,400.00	
		45,255.30
		$72,241.21

Babler Paid Risley	$87,273.08
Cost to Risley	72,241.21
Profit	$15,031.87

Detail of Cost
Merle Sleeper, Subcontractor

Labor:

Labor	$1,334.07	
Payroll Insurance	100.06	
		$1,434.13

Equipment Rentals:

Truck Crane	$864.00	
Gas, Oil & Grease	89.50	
General Overhead & Misc. Supplies	477.53	
		1,431.03
		$2,865.16

Babler Paid Sleeper	$5,000.00
Cost to Sleeper	2,865.16
Profit	$2,134.84

Johns-Mackin Gulch
Contract #2976

Remarks:

This was a Federal Aid Project consisting of 14.33 miles of type B-11 bituminous macadam surfacing on the Johns-Mackin Gulch Section of the Pacific Highway in Douglas and Josephine counties. This contract was bid February 16, 1948, and the project was completed October 30, 1948.

The contractor moved in a D-7 cat and dozer and a crew of 3 to 4 men on the clearing, which consisted of light brush and small fir trees. The trees had to be felled by men with cross-cut saws as they were on the high slopes and could not be reached by mechanized equipment.

J. S. Risley, subcontractor who crushed the rock, started clearing for plant setup, which was located at the state quarry 0.21 mile east of Station 320+20, on the Barton road, bounding Woodford Creek, on February 16, 1948, and completed setting up the crushing plant May 15. He crushed a total of 53,756.4 cu. yd. in 903 hours crushing time, for an average of 59.4 cu. yd. per hour for all sizes of rock, which was a fair average. A fair profit was realized on the crushing.

The contractor moved in with his equipment and started placing topping on the new grade and finished grading the small gaps in the roadbed. The crushed base rock was placed on the road at the rate of 960 to 1,000 cu. yd. per 8-hour day, using one 3/4 cu. yd. shovel, twelve 4 cu. yd. trucks, one Adnun paving machine and two rollers. He made very good progress on this rock and a good profit was realized.

The contractor moved in the oiling equipment July 26, 1948, started oiling July 30, 1948, and completed the oiling September 18, 1948. The 121-150 and RC-3 asphalt was shipped by tank car from Portland, Oregon, and the emulsified asphalt was shipped from the Bay District in California, to Glendale, Oregon. The equipment used in oiling was one 1,500 gallon distributor, three 1,500 gallon transports, two Bros circulating car heaters, two rollers, two graders, twelve 4 cu. yd. trucks. The contractor laid approximately three carloads of oil, or about 113 tons, per day. The oiling was done very efficiently with a good crew and equipment and a nice profit was realized.

The prime contractor hired a subcontractor to remove the two detour bridges. These bridges had to remain until the oiling of the roadbed of the new grade, then the subcontractor dismantled the two bridges in 3 weeks, using one truck crane and a crew of 6 men, salvaging and piling the bridge decking in a neat pile for the State. The balance of the material was disposed of by the subcontractor. The subcontractor made a nice profit as he received the full bid price for this item.

The contractor had good bid prices, good supervision and equipment. Therefore, he made a nice profit on this project.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
JAN 26
FOR FILING

FI-138(5)
2976

January 26, 1949

General Casualty Co. of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This is to advise you that State Highway Contract No. 2976, for work on the Johns-Hackin Gulch Section of the Pacific Highway in Douglas and Josephine Counties, has been completed by the contractor, Babler Bros., and that final payment in the amount of $8,622.29 will be made on or after February 5, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $287,409.77, of which amount $959.84 represents force account items. This contract was completed on October 8 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
1-26-49

RECEIVED
FEB 4 1948
FOR FILING
FI-138(5)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2000
PORTLAND 8, OREGON

January 19, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FI-138(5), Johns - Wolf Creek Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have indicated the five bridge exceptions on the project title sheet, they being (Cow Creek) Stations 146+60 to 149+10, (Quines Creek) Stations 155+75 to 156+55 and multiple box culverts at Stations 331, 370 and 700. All are being constructed under Project FI-138(4).

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 22 1948
OREGON
STATE HIGHWAY COMMISSION

January 8, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of Form BR-9 requesting program change for the Ashlan-Wolf Creek Section, Project No. FI-198 (5).

The changes requested are to provide four lane pavement for the portion of the project crossing the summit, and a gravel shoulder for trucks on the up-grade side of the hill section.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWH:ml

Encl.

Not used.
PRA: said unnecessary

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 8, 1948
(Date)

The following major program change of the individual project is requested:

Oregon (State) — 1948 F. Y. Federal Aid Highway Program (Previous Program) — May 21, 1947 (Date of Approval)

COUNTY Douglas and Josephine — FA or FAS Route No. FA 3

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	19	FI-138(5)	Azalea to Wolf Creek	Survey-Plans					
				Right-of-Way					
				Construction	400,000	232,000	168,000		2-lane high-type pavement
				Total	400,000	232,000	168,000	12.50	
Requested Revision	19	FI-138(5)	Azalea to Wolf Creek	Survey-Plans					8.83 mi. 2-lane high-type pavement, rock shoulders 2.84 mi. 2-lane high-type pavement, 10-ft. paved shoulder for trucks, up-grade side only 0.76 mi. 4-lane high-type pavement at Summit.
				Right-of-Way					
				Construction					
				Total	400,000	232,000	168,000	12.43	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: To provide 4-lane pavement at Summit, and 10-foot paved shoulder, up-grade side only for trucks on hill sections.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval Requested _____ State Highway Engineer 1/8/48

Approved: _____ Acting Commissioner _____ (date)

July 27, 1948

Mr. I. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Johns-Wolf Creek Section, Project PI-138 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWE/ss

Encls.

Oregon State Highway Department

Federal Aid Project
No. FI-138 (5)

[illegible] CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

2-lane Roadway (Sta. 73 to 473+50) (Sta. 518+50 to 713+50)

All Required		Clearing and Grubbing (50%)			$ 2,750.00
All Required		Removal of Detour Bridges			5,000.00
70	cu. yds.	Structural Excavation, Unclassified	$	3.00	210.00
10	cu. yds.	Trench Excavation, Unclassified		2.00	20.00
12,700	cu. yds.	General Excavation, Unclassified		1.00	12,700.00
46,000	yd. sta.	Short Overhaul		0.02	920.00
320	C-yd. sta.	Long Overhaul		0.50	160.00
All Required		Finishing Roadway and Slopes(50%)			500.00
100	lin. ft.	18-inch Concrete Pipe		4.00	720.00
10	cu. yds.	36-inch Extra Strength Concrete Pipe		10.00	100.00
2	only	Concrete Catch Basins		100.00	200.00
20,560	cu. yds.	Selected Roadbed Topping		0.60	12,336.00
37,400	yd. mi.	Hauling Roadbed Topping		0.15	5,610.00
9,400	cu. yds.	Pit-run Gravel in Shoulders		1.00	9,400.00
13,300	cu. yds.	3/4" - 0" Crushed Material in Leveling Course and Shoulders		2.50	33,250.00
900	M-gals.	Sprinkling		2.00	1,800.00
11.54	miles	Preparation of Base		200.00	2,308.00
22,900	cu. yds.	Furnishing and Placing Aggregates		3.30	75,570.00
1,310	tons	Furnishing and Placing 121-150 Asphalt		36.00	47,160.00
500	tons	Furnishing and Placing RC-3 or Emulsified Asphalt		37.00	18,500.00
			Subtotal		$229,214.00
			10% Engr. & Cont.		22,921.40
			Total		$252,135.40

Length of Roadway	11.537 miles
Length of Bridges (Except.)	.076 miles
Total Length	11.613 miles
Cost per mile, Roadway	$21,854.59

4-Lane Pavement (Sta. 471+50 to 518+50)

8,700	cu. yds.	General Excavation, Unclassified	$ 1.00	$ 8,700.00
100	cu. yds.	Selected Roadbed Topping	0.60	60.00
100	yd. mi.	Hauling Roadbed Topping	0.15	15.00
500	cu. yds.	Pit-run Gravel in Shoulders	1.00	500.00
1,400	cu. yds.	3/4" - 0" Crushed Material in Leveling Course and Shoulders	2.50	3,500.00
40	M-gal.	Sprinkling	2.00	80.00
0.89	mile	Preparation of Base	200.00	178.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.30	10,230.00
180	tons	Furnishing and Placing 121-150 Asphalt	36.00	6,480.00
70	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	37.00	2,590.00
			Subtotal	$32,333.00
			10% Engr. & Cont.	3,233.30
			Total	$35,566.30

Length of Roadway 0.890 miles
Cost per mile $39,962.13

SUMMARY OF FUNDS

Item	Total Cost	Federal-Aid Funds	State Funds
2-Lane Pavement	$252,135.40	$147,231.00	$104,904.40
4-Lane Pavement	35,566.30	20,769.00	14,797.30
	$287,701.70	$168,000.00	$119,701.70

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

State Funds for Maintenance: Chapter 529, Laws 1939.

Oregon State Highway Department

Federal Aid Project
No. FH-13[illegible] (5)

SOUTH-WOLF CREEK SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 16, 1948

2-Lane Roadway (Sta. 73 to 472+50) (Sta. 518+50 to 213+50)

All Required		Clearing and Grubbing (50%)			$ 250.00
All Required		Removal of Detour Bridge			1,000.00
70	Cu. yds.	Structural Excavation, Unclassified	$ 3.00		210.00
10	cu. yds.	Trench Excavation, Unclassified	3.00		30.00
12,700	cu. yds.	General Excavation, Unclassified	.60		7,620.00
46,000	yd. sta.	Short Overhaul	.03		1,380.00
320	C-Yd. Sta.	Long Overhaul	.50		160.00
All Required		Finishing Roadway and Slopes (50%)	500.00		250.00
180	lin. ft.	18-inch Concrete Pipe	3.00		540.00
10	cu. yds.	36-inch Extra Strength Concrete Pipe	10.00		100.00
2	only	Concrete Catch Basins	60.00		120.00
20,560	cu. yds.	Selected Roadbed Topping	.60		12,336.00
37,400	yd. mi.	Hauling Roadbed Topping	.15		5,610.00
9,400	cu. yds.	Pit-run Gravel in Shoulder	1.00		9,400.00
13,300	cu. yds.	3/4" - 0" Crushed Material in Leveling Course and Shoulders	2.65		35,245.00
900	M-gals.	Sprinkling	2.50		2,250.00
11.54	miles	Preparation of Base	200.00		2,308.00
22,900	cu. yds.	Furnishing and Placing Aggregates	3.75		85,875.00
1,310	tons	Furnishing and Placing 121-150 Asphalt	37.00		48,470.00
500	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	37.00		18,500.00
			Subtotal		$231,654.00
			10% Engr. & Cont.		23,165.40
			Total		$254,819.40

Length of Roadway	11.537 miles
Length of Bridges (Except.)	.076 miles
Total Length	11.613 miles
Cost per mile, Roadway	$22,087.14

Asphalt Pavement (Sta. 47[illegible] to 51[illegible])

8,700	cu. yds.	General Excavation, Unclassified	$ .60	$ 5,220.00
100	cu. yds.	Selected Roadbed Topping	.60	60.00
100	gal. mi.	Hauling Roadbed Topping	.15	15.00
500	cu. yds.	Pit-run Gravel in Shoulders	1.00	500.00
1,400	cu. yds.	3/4" - 0" Crushed Material in Leveling Course & Shoulders	2.65	3,710.00
40	M-gal.	Sprinkling	2.50	100.00
0.89	mile	Preparation of Base	200.0	178.00
3,100	cu. yds.	Furnishing and Placing Aggregates	3.75	11,625.00
180	tons	Furnishing and Placing 121-150 Asphalt	37.00	6,660.00
70	tons	Furnishing and Placing RS-3 or Emulsified Asphalt	37.00	2,590.00
		Subtotal		$ 30,658.00
		10% Engr. & Cont.		3,065.80
		Total		$ 33,723.80

Length of Roadway 0.890 miles
Cost per mile $37,891.91

SUMMARY OF COSTS

Item	Total Cost	Federal-Aid Funds	State Funds
2-Lane Pavement	$234,819.40	$148,365.00	$106,454.40
4-Lane Pavement	33[illegible],723.80	19,635.00	14,088.80
	$288,543.20	$168,000.00	$120,543.20

[redacted] - [redacted]

PROJECT NO. [redacted] (5)

All necessary rights of way have been acquired for this project.

R. H. MADDOX
State Highway Engineer

By

E. E. Probert
Office Engineer

January 16, 1948

RECEIVED
JAN 3 - 1949
FOR FILING

FI-138 (15)
2976

January 3, 1949

General Casualty Co.of America
Deely & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Babler Bros., on contract No. 2976, covering surfacing on the Johns-Merlin Gulch Section of the Pacific Highway in Douglas and Josephine Counties. This payment, in the amount of $2,814.55, will be made on or after January 13, 1949. The retained percentage is $8,622.29.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
1-3-49 gl

RECEIVED
NOV 22 1948
FOR FILING

71-138 (5)

2976

November 19, 1948

General Casualty Co.of America
Dooly & Co., Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Bahler Bros. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2976 for surfacing on the Johnson-Mackin Gulch Section of the Pacific Highway in Douglas and Josephine Counties. This payment, which is in the amount of $14,744.09, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $8,535.25. The present payment to the contractor will be made on or after November 29, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

11-19-48 (

Form B-1—836—1-48

71-138 (5)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 30th., 1948, 19

Section Johns - Mackin Gulch

Highway Pacific

Contractor Babler Brothers

Date of contract February 9th., 1948, 19

Date work started February 16th., 1948, 19

Amount of contract . . . . . $ 292,796.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 301,107.84

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $ 10,264.00, 4.43% %

Kind of work Bituminous Macadam Surfacing

Section prefix 10 - 1035

Contract number 2976

Date of completion October 31st., 1948, 19

Estimated date of completion Oct. 30th., 1948, 19

Per cent of time elapsed 99.62% %

Date project was completed Oct. 30th., 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished moving equipment from the crusher site and leveled feeder ramp.

NOTED
RAY WEST P.E.

Signed E. Robert

Address P. O. Box 306, Grants Pass, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

Dates of Completion.		Sept. 11th.	Sept.18th.	Oct. 8th.	Sept. 18th.
	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.0	14.53	-----	14.53	
Miles partially completed	-----	-----	------	------	
Miles completed	1.0	14.53	-----	14.53	
Total estimated quantities	20,000	42,000	6,700	26,365 Cu. Yds. 2,184 Tons Oil.	
Estimated quantities moved or placed to date	20,000	42,000	6,700	26,365 Cu. Yds. 2,184 Tons Oil.	
Average daily quantities Past Week	None	None	None	None	
Average daily quantities necessary to complete project on time	None	None	None	None	
Number shifts per day	-----	-----	-----	-----	
Hours per shift	-----	----	-----	-----	
Average force on project for week	-----	-----	----	----	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Showers		
Friday	Fair		
Saturday	Cloudy		

RECEIVED
NOV 1 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 14 1948
FOR FILING
41-138(5)
2976

October 11, 1948

Mr. T. H. Doyle
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 8, 1948 on Contract No. 2976, Johns-Hodgin Gulch Section, in connection with Federal Aid Project No. FI-138 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHF/ks

cc to Forest Supv.

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

FI-138(5)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Federal Aid Project No. FI-138(5), Johns-Wolf Creek.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 22 1948
OREGON
STATE HIGHWAY COMMISSION

(Revised 1946)

WASpr 7515

State Oregon

Federal Aid Project No. FS-330(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948,
by and between The Oregon State Highway Commission
, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 22nd day of May, 1947, a project statement, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of January, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred sixty-eight thousand and 00/100
dollars ($ 168,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 51, Laws 1929; Chapter 389, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

_____

_____
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 73+00 in the NE 1/4, Section 14, T-32-S, R-5-W, W.M., and survey station 213+50 in the SE 1/4, Section 22, T-33-S, R-6-W, W.M., omitting stations 114+40 - 114+10, 155+75 - 156+25, 330+40 - 330+90, 360+4 - 360+85, 700+00 - 700+32,

_____, length 12.487 miles, in Douglas and Josephine Counties, being Oregon Federal Aid project No. 71-1(5) consisting of 12.487 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span, [redacted] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(Include date and citation of statute)

have been made available

TMENT

E

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred sixty-eight thousand and 00/100 dollars ($ 168,000.00), which does not exceed the authorized Federal pro rata share of two hundred eighty-seven thousand seven hundred one and 70/100 dollars ($ 287,701.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 29, Laws of 1945.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[illegible]
(Official title of Highway Department)

By [signature]
[illegible]
(Title of officer)

By [signature]
[illegible]
(Title of officer)

By _____
[illegible]
(Title of officer)

By _____
[illegible]
(Title of officer)

By _____
[illegible]
(Title of officer)

Attest
[signature]
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [signature]
Acting Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
SEP 20 1948
OREGON DISTRICT

RECEIVED
JUL 28 1948
FOR FILING

FI-138-5

2976

July 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2, covering construction of a dam and short irrigation ditch on the Johns-Hankin Gulch Section of the Pacific Highway in Douglas and Josephine Counties, Contract No. 2976, in connection with Federal Aid Project No. FI-138 (5).

This work is necessary to raise the water level of Sow Creek, which has been lowered by scouring, to provide stock and irrigation water.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. S. Williams
Assistant State Highway Engineer

DEP/gs

Encl.

RECEIVED
MAR 10 1948
FOR FILING

FI-138(5)

March 9, 1948

Babler Bros.,
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

We encloss herewith, a fully executed copy of Contract No. 2976, which was awarded to you on February 9, 1948 by the State Highway Commission, covering the Johns-Mackim Gulch Section of the Pacific Highway in Douglas and Josephine Counties. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

jb
Encl.

RECEIVED
FEB 25 1948
FOR FILING

FI-138(5)

February 18, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3700
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on February 16, 1948 on Contract No. 2976, Johns-Hoskin Gulch Section, in connection with Federal Aid Project No. FI-138 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

RECEIVED
APR 8 1948
FOR FILING

AGENDA
MAR 16 1948

II-138 (5)
#2976

February 9, 1948

Bohler Bros.
4617 Southeast Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, bituminous macadam surfacing, and furnishing crushed rock in stockpiles on the Johnson-Hinkle Gulch Section of the Pacific Highway in Douglas and Josephine Counties. This award is based on your low bid of $378,792 submitted on February 3, 1948.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Encl.

cc - R. G. Smith (3)
Goldie Lewis
S. H. Probert

Mr. L. H. White, Assistant Commissioner
State Industrial Accident Commission
Building

S+C

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1200

JOSEPH L. EGAN, PRESIDENT

Files

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 9, 1948
4:00 p.m.

Bahler Bros.
4617 Southeast Milwaukie Avenue
Portland 2, Oregon

State Highway Commission awarded you today contract for grading and surfacing the Johns-Hinkin Gulch Section of the Pacific Highway in Douglas and Josephine Counties based on your low bid submitted on February 3, 1948. Contract forms follow shortly.

dr
Charge 9001-900
Salem, Oregon

E. B. Glaisyer, Secretary
Oregon State Highway Commission

A NEW CURTIS SERVICE

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FI-138(5)

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CLASS OF SERVICE

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WESTERN UNION

1201

(12)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
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PRA149 DL PD=PORTLAND ORG 9 255P

1943 FEB 9 PM 3 12

R H BALDOCK=

STATE HIGHWAY ENGINEER

REYOURTEL TODAY ALL RIGHTS OF WAY ACQUIRED OREGON PROJECT FI-138(5) JOHNS - MACKIN GULCH.. WE HEREBY CONCUR IN AWARD TO BABLER BROTHERS WHO SUBMITTED LOW BID=

T M DAVIS.

TELEGRAMS SAVE MONEY BY NOT WASTING WORDS

FI-138(5)

NOTED
H. B. GLAISYER

ATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Charge to the account of $

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
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NIGHT LETTER		NIGHT LETTER	

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WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD — JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
FEBRUARY 9, 1948

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY CONTRACT JOHNS-MACKIN GULCH PROJECT TO BAELER BROS. OF PORTLAND. ALL RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
JAN 9
FOR FILING

FI-138 137

December 26, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of form PR-9 requesting program change for the Azalea-Wolf Creek Section, Project No. FI-138 (5).

The change requested is an extension of the project at the south end and includes a more accurate description of the proposed improvement.

Very truly yours,

H. S. Williams
Asst. State Highway Engineer

JWH:CW

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION—PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

December 24, 1947 (Date)

The following major program change of the individual project is requested:

Oregon (State) — 1948 F. Y. Federal Aid Highway Program (Previous Program) — May 21, 1947 (Date of Approval)

COUNTY Douglas and Josephine — FA or FAS Route No. FA 3

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	19	FI-138(5)	Azalea to Wolf Creek	Survey-Plans					
				Right-of-Way					
				Construction	400,000	232,000	168,000		2-lane high-type pavement
				Total	400,000	232,000	168,000	12.50	
Requested Revision	19	FI-138(5)	Azalea to Waskin Gulch	Survey-Plans					8.0 mi. 2-lane high-type pavement 4.5 mi. 4-lane high-type pavement Widen 1.4 mi. existing 2-lane pavement to 4-lane high-type
				Right-of-Way					
				Construction					
				Total	400,000	232,000	168,000	13.85	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: To add approximately 1.4 miles to south end of project.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval Requested _____ Asst. State Highway Engr. 12/24/47

Approved: _____ Acting Commissioner _____ (Date)

2-3865

F-303(3) Barbur Blvd.-Boones Ferry Rd. 1948
Sec., W. Portland-Hubbard Hwy.
#2977

RECEIVED
DEC 13 1949
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MONTANA
OREGON
WASHINGTON F 302(3)
2777

Department of Commerce
BUREAU OF PUBLIC ROADS
[redacted]
DIVISION EIGHT

November 17, 1949

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-303(3)
Barbur Boulevard-Boones Ferry Road
West Portland-Hubbard Highway

Dear Sir:

Enclosed is an executed copy of the project agreement for the above project.

Very truly yours,

W. K. LYNCH
Division Engineer

By: F. E. Andrews
Principal Highway Engineer

Encl.

RECEIVED
NOV 18
OREGON
STATE HIGHWAY COMMISSION

Oregon Federal Aid [illegible] ject No. F-303(3) WASpr 7519

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 14, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-303(3); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $120,000.00 to $150,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put

into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00), which does not exceed the authorized Federal pro rata share of two hundred fifty-five thousand, six hundred eight and 10/100 dollars ($255,608.10), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on October 28, 1949.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

Attest _____ SECRETARY

RECOMMENDED FOR APPROVAL:

_____
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By _____
Acting Division Engineer
U. S. Bureau of Public Roads.

RECEIVED
OCT 15
STATE HIGHWAY COMMISSION

Oregon Federal Aid Project No. F-303(3).

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
[illegible]
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-303(3)
Barbur Blvd.-Boones Ferry Road
West Portland-Hubbard Highway.

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

NOTED
W. C. WILLIAMS

By: H. J. Oakfield
H. J. Oakfield
Principal Highway Engineer

Encls.

RECEIVED
OCT 25 1949
OREGON STATE HIGHWAY COMMISSION

RA

RECEIVED
DEC 13 1940
FOR FILING

October 7, 1940

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement for the Barbur Blvd.-Boones Ferry Road Section, Project No. F-303 (3).

The present setup of Federal funds for this project is $120,000.00 but we are requesting this amount be increased to $150,000.00 which reflects more nearly the permissible Federal-aid share of the total cost of the project.

One copy of form PR-9 covering this proposed change is also enclosed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWN:md

Oregon State Highway Department — Federal Aid Project No. F-303 (3)

BARNES BLVD.--BOONES FERRY ROAD SECTION
OF THE WEST PORTLAND-HUBBARD HIGHWAY
IN MULTNOMAH, WASHINGTON AND CLACKAMAS COUNTIES

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 4, 1949

24' Concrete Pavement (Sta. 4+00 to 26+68)

All Required		Clearing and Grubbing (13%)		$ 910.00
550	sq. yds.	Removal of Pavement	$ 0.60	330.00
All Required		Removal of Concrete Tank		650.00
260	cu. yds.	Structural Excavation, Unclassified	5.50	1,430.00
80	cu. yds.	Trench Excavation, Unclassified	1.25	100.00
11,920	cu. yds.	General Excavation, Common	0.75	8,940.00
4,400	cu. yds.	General Excavation, Solid Rock	2.75	12,100.00
5,840	yd. sta.	Overhaul	0.03	175.20
2,400	yd. mi.	Truck Haul	0.30	720.00
5,600	lin. ft.	Rounding Cutbanks	0.25	1,400.00
0.43	mile	Finishing Roadbed and Slopes	750.00	322.50
60	lin. ft.	12-inch Corrugated Metal Pipe	2.50	150.00
260	lin. ft.	18-inch Corrugated Metal Pipe	2.75	715.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	250.00
60	lin. ft.	Placing 12-inch Corrugated Metal Pipe	0.75	45.00
110	lin. ft.	Placing 18-inch Concrete Pipe	1.20	132.00
990	lin. ft.	8-inch Perforated Corrugated Metal Pipe	1.70	1,683.00
150	cu. yds.	Rock or Gravel Backfill in Drains	5.50	825.00
70	lin. ft.	Salvaging Culvert Pipe	1.00	70.00
16	cu. yds.	Concrete Curbs	60.00	960.00
8	cu. yds.	Concrete Traffic Separators	85.00	680.00
1	cu. yd.	Island Nosings	100.00	100.00
All Required		Constructing Recesses for Traffic Control Markers		400.00
450	lin. ft.	1-inch Electrical Conduit	1.00	450.00
750	lin. ft.	1½-inch Electrical Conduit	1.40	1,050.00
420	lin. ft.	Spring Bracket Rail With Wood Posts	3.65	1,533.00
5,190	cu. yds.	3" - 0" Material in Base	1.75	9,082.50
1,300	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	3,575.00
4,500	cu. yds.	Placing Stockpiled Gravel	0.60	2,700.00
2,300	yd. mi.	Hauling Stockpiled Gravel	0.30	690.00
150	M-gal.	Sprinkling	3.00	450.00

6,730	sq. yds.	Portland Cement Concrete Pavement	$ 4.25	$ 28,602.50
4,200	lin. ft.	Contraction Joints	0.05	210.00
2,200	lbs.	Tie Bars and Reinforcement	0.10	220.00
200	cu. yds.	¼" - 0" Material in Cushion Course	5.00	1,000.00
1,620	tons	Class "B" Asphaltic Concrete	6.35	10,287.00
20	cu. yds.	Furnishing and Placing Aggregates	5.00	100.00
2	Tons	Furnishing and Placing 121-200 Asphalt	41.50	83.00
			Subtotal	$ 93,120.70
			10% Engr. & Cont.	9,312.07
			Total	$102,432.77

Length of Roadway	0.429 mile
Cost per mile	$238,771.02

44' Dual Type Pavement (Sta. 26+68 to 31+00)

All Required		Clearing and Grubbing (62%)		$ 140.00
1,560	cu. yds.	General Excavation, Common	$ 0.75	1,170.00
250	yd. sta.	Overhaul	0.03	7.50
200	yd. mi.	Truck Haul	0.30	60.00
.08	mile	Finishing Roadbed and Slopes	750.00	60.00
830	cu. yds.	3" - 0" Material in Base	1.75	1,452.50
150	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	412.50
600	cu. yds.	Placing Stockpiled Gravel	0.60	360.00
300	yd. mi.	Hauling Stockpiled Gravel	0.30	90.00
10	M-gal.	Sprinkling	3.00	30.00
1,170	sq. yds.	Portland Cement Concrete Pavement	4.25	4,972.50
700	lin. ft.	Contraction Joints	0.05	35.00
400	lbs.	Tie Bars and Reinforcement	0.10	40.00
40	cu. yds.	¼" - 0" Material in Cushion Course	5.00	200.00
230	tons	Class "B" Asphaltic Concrete	6.35	1,460.50
			Subtotal	$ 10,490.50
			10% Engr. & Cont.	1,049.05
			Total	$ 11,539.55

Length of Roadway	.082 mile
Cost per mile	$140,726.21

20' Asphaltic Concrete Pavement (Sta. 31+00 to 204+00)

All Required		Clearing and Grubbing (85%)		$ 5,950.00
160	cu. yds.	Structural Excavation, Unclassified	$ 5.50	880.00
380	cu. yds.	Trench Excavation, Unclassified	1.25	475.00
1,570	cu. yds.	General Excavation, Common	0.75	1,177.50

400	cu. yds.	General Excavation, Solid Rock	$ 2.75	$ 1,100.00
10	yd. sta.	Overhaul	0.03	0.30
3.25	Miles	Finishing Roadbed and Slopes	750.00	2,437.50
60	lin. ft.	18-inch Concrete Pipe	2.75	165.00
1,210	lin. ft.	6-inch Perforated Corrugated Metal Pipe, Coated	1.70	2,057.00
170	cu. yds.	Rock or Gravel Backfill in Drains	5.50	935.00
18,790	cu. yds.	3" - 0" Material in Base	1.75	32,882.50
6,450	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	17,737.50
460	M-gal.	Sprinkling	3.00	1,380.00
9,250	tons	Class "B" Asphaltic Concrete	6.35	58,737.50
320	cu. yds.	Furnishing and Placing Aggregates	5.00	1,600.00
30	tons	Furnishing and Placing 151-200 Asphalt	41.50	1,245.00
			Subtotal	$128,739.80
			10% Engr. & Cont.	12,875.98
			Total	$141,635.78

Length of Roadway 3.246 miles
Cost per mile $43,633.94

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
24' Concrete Pavement	$102,432.77	$ 60,111.00	$ 42,321.77
44' Dual Type Pavement	11,539.55	6,772.00	4,767.55
20' Asphalt Pavement	141,635.78	83,117.00	58,518.78
	$255,608.10	$150,000.00	$105,608.10

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.

State Funds for Maintenance: Chapter 529, Laws 1939.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 5, 1949
(Date)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Primary Highway Program (Previous Program) — August 13, 1948 (Date of Approval)

COUNTY Multnomah, Clackamas and Washington

FA or FAS Route No. FA 42

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	34	F-303 (3)	FA 9 at Tigard to Lower Boones Ferry Road	Survey-Plans					Gr., Dr., 2-lane high-type pavement
				Right-of-Way					
				Construction	255,608	120,000	135,608		
				Total	255,608	120,000	135,608	3.757	
Requested Revision	34	F-303 (3)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	255,608	150,000	105,608		
				Total	255,608	150,000	105,608	3.757	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Increase Federal funds to reflect more nearly the permissible Federal share

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

RECEIVED
MAY 12
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R.H. Baldock

April 27th, 1949

NOTED
Highway Engineer

FINAL COST ANALYSIS

Barbour Blvd.-Boones Ferry Road — West Portland-Hubbard Highway

Contract #2977 — Prefix 26-1082

Parker-Schram, Contractors

Clay Cornett, Resident Engineer

7222(2)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$4,605.60	$7,000.00
Removal of Pavement	628	Sq. Yd.	0.60	0.46	290.74	376.80
Removal of Concrete Tank	All				171.83	650.00
Structural Excavation	663.38	Cu. Yd.	5.50	10.83	7,187.70	3,648.59
Trench Excavation	478.6	" "	1.25	2.31	1,107.51	598.25
Gen'l. Excavation, Common	19,395.4	" "	0.75	0.44	8,445.54	14,546.55
" " , Solid	4,512.4	" "	2.75	1.12	5,050.75	12,409.65
Overhaul	10,410.5	Yd. Sta.	0.03	0.03	312.32	312.32
Truck Haul	2,674.3	Yd. Sta.	0.30	0.36	962.64	802.29
Rounding Cutbanks	4,625	Lin. Ft.	0.25	0.06	258.63	1,156.25
Finishing R/B & Slopes	3.78	Mile	750.00	390.44	1,475.85	2,835.00
12" Corr. Metal Pipe	305	Lin. Ft.	2.50	2.39	728.89	762.50
18" Concrete Pipe	261	" "	2.75	2.52	655.97	717.75
Extra for Installing Pipe Under Pavement	46.6	" "	5.00	7.57	352.87	233.00
Placing 18" Concrete Pipe	99	" "	1.20	0.98	96.91	118.80
8" Perf. Corr. Iron Pipe	2,278	" "	1.70	1.34	3,041.35	3,872.60
Rock Backfill in Drains	270	" "	5.50	4.16	1,124.41	1,485.00
Salvaging Culvert Pipe	185	" "	1.00	0.37	69.07	185.00
Concrete Curbs	12.765	Cu. Yd.	60.00	54.47	695.40	765.90
Concrete Traffic Separators	8.329	" "	85.00	58.21	484.88	707.97
Concrete Island Nosings	0.654	" "	100.00	70.38	46.03	65.40
Recesses for Traffic Markers	All				263.19	400.00
1" Electrical Conduit	403	Lin. Ft.	1.00	0.53	208.98	403.00
1½" Electrical Conduit	725	" "	1.40	1.11	803.43	1,015.00

	Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
	Spring Bracket Guard Rail With Wood Posts	350	Lin. Ft.	$3.65	$4.90	$1,715.52	$1,277.50
	3"-0" Material in Base	24,515	Cu. Yd.	1.75	1.74	42,709.23	42,901.25
	3/4"-0" Material in Base	7,416	" "	2.75	2.52	18,688.18	20,394.00
	Place Stockpiled Material in Base	4,851	" "	0.60	0.39	1,907.56	2,910.60
	Hauling Stockpiled Gravel	2,555.5	Yd. Mi.	0.30	0.27	689.32	766.65
	Sprinkling	294	M-Gal.	3.00	4.04	1,187.23	882.00
*	Portland Cement Concrete Pavement	7,599.1	Sq. Yd.	4.25	3.42	25,992.83	32,296.18
*	Contraction Joints	4,568.5	Lin. Ft.	0.05	0.046	210.32	228.43
*	Tie Bars & Reinforcement	2,175	Lbs.	0.095	0.11	206.83	217.50
*	3/4"-0" in Cushion Course	224	Cu. Yd.	5.00	5.13	1,149.84	1,120.00
	Class 'B' Asphaltic Concrete	11,050.558	Tons	6.35	5.65	62,445.76	70,171.04
	Furnish & Place Aggregates	531	Cu. Yd.	5.00	5.75	3,098.25	2,655.00
	151-200 Asphalt	59.73	Tons	41.50	29.93	1,787.70	2,478.80
	PA #1, Concrete Adjustment in Favor of Contractor	25.38	Bal.	2.95	2.95	74.87	74.87
						$200,258.38	$233,441.44

		Gross Revenue	Cost	Net Profit	% Profit
	Parker-Schram	$199,579.33	$172,698.33	$26,881.00	13.5% of Gross Revenue
*	Warren Northwest	33,862.11	27,560.05	6,302.06	18.6% " " "
	T o t a l	$233,441.44	$200,258.38	$33,183.06	14.2% of Gross Revenue

Barbour Blvd.-Boone's Ferry Road
Detail of Cost

Parker-Schram Co.

Labor:

Supervision					$1,920.00	
Labor					35,365.70	
State Industrial Accident Insurance					1,454.14	
Unemployment Insurance					458.61	
Social Security					372.86	
						$39,571.31

Materials:

8" Perf. Metal Pipe	2,278	Lin. Ft.	at	$1.09	$2,483.02	
8" Bands	96	"	"	1.62	155.52	
12" Corr. Metal Pipe	305	Lin. Ft.	"	1.41	430.05	
12" Bands	15	"	"	1.83	27.45	
18" Concrete Pipe	261	Lin. Ft.	"	1.55	404.55	
Crushed Rock for Backfill	270	Cu. Yd.	"	2.47 Del.	666.90	
1" Electrical Conduit, Installed	403	Lin. Ft.	"	0.42	169.26	
1½" Electrical Conduit, Installed	725	" "	"	0.80	580.00	
Guard Rail Lumber	3.5	M-FBM	"	61.20	214.20	
" " Brackets	[illegible]		"	[illegible]	[illegible]	
" " Misc. Nuts and Bolts					236.67	
Transit Mix Concrete	21	Cu. Yd.	"	12.00	252.00	
3"-0" Mat'l. at Durham Plant	24,515	" "	"	1.23	30,060.84	
3/4"-0" Mat'l. at Durham Plant	7,416	" "	"	1.63	12,088.08	
Class 'B' Asphaltic Concrete at Durham Plant	11,051	Ton	"	4.25	46,966.75	
Mineral Aggregate	531	Cu. Yd.	"	2.47 Del.	1,311.57	
151-200 Asphalt	59.73	Ton	"	18.00 "	1,075.14	
						97,122.01

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$14,275.00	
" " , Hired	1,921.55	
Hired Trucks, Not Including Operators	1,238.92	
Gas, Oil & Grease	4,879.51	
Move In & Cartage	710.40	
P.U.C.	371.68	
Misc. Supplies & Small Tools	2,719.34	
Explosives	149.00	
Public Liability Insurance	277.41	
Bond	1,529.50	
Home Office & General Overhead	7,932.70	
		36,005.01

Total Cost $172,698.33

Barbour Blvd.-Boone's Ferry Road
Warren Northwest Co.

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Portland Cement Concrete Pavement	7,599.1	Sq. Yd.	$3.42	$4.25	$25,992.83	$32,296.18
Contraction Joints	4,568.5	Lin. Ft.	0.046	0.05	210.52	228.43
Tie Bars & Reinf.	2,175	Lb.	0.095	0.10	206.83	217.50
Sand Cushion	224	Cu. Yd.	5.13	5.00	1,149.84	1,120.00
					$27,560.05	$33,862.11

Gross Revenue	$33,862.11
Total Cost	27,560.05
Net Profit	$6,302.06

Net Profit Equals 18.6% of Gross Revenue

Barbour Blvd.--Boone's Ferry Road
Marrow Northwest

Detail of Cost

Labor:				
Supervision			$1,295.32	
Labor			4,863.17	
Labor Insurance			346.99	
				$6,505.48
Materials:				
Portland Cement	2,478	Bbl. at $2.95	$7,310.10	
Batched Aggregate, Del. to Job	1,689	Cu. Yd. at $4.47 Based on Cu. Yd. of Concrete	7,549.83	
Liquid Membrane Compound	159	Gal. at $1.22	193.98	
Tie Bars	2,175	Lbs. at $0.059	128.32	
½" x 2" Contraction Joints	4,568.5	Lin. Ft. at $0.024	109.64	
½"-0" Sand Cushion	224	Cu. Yd. at $2.75 Del. to Job	616.00	
				15,907.87

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$1,199.00	
Steel Forms Rental, Owned	360.00	
Gas, Oil & Grease	356.76	
Move In, Freight & Cartage	770.34	
Misc. Supplies & Small Tools	472.96	
Public Liability & Property Damage	39.95	
Bond	254.58	
Home Office & General Overhead	1,693.11	
		5,146.70

Total Cost $27,560.05

Barbour Blvd.-Boone's Ferry Road
Warren Northwest, Concrete Paving

Breakdown of Paving Costs

	Amount	Quantity	Unit	Unit Cost
Move On & Off Job	$1,641.62	7,599.1	Sq. Yd.	$0.216
Forms & Fine Grading	1,823.70	"	" "	0.240
Mix, Pour & Finish	3,189.21	"	" "	0.420
Curing	300.90	"	" "	0.039
Portland Cement	7,310.10	"	" "	0.963
Aggregates	7,549.83	"	" "	0.993
Supr., Bond & Other Overhead Expense	[illegible]	"	" "	0.549
	$25,992.83	7,599.1	Sq. Yd.	$3.420

The unit cost of moving in and out was high due to small quantity of work. 6,000 Lin. ft. of steel forms were used on the job. A Koehring 34-S paver was used a total of 47¼ hours and an average of 160 sq. yds. was placed per hour. Cement and aggregate were batched at the Pacific Builders' commercial plant situated at the west end of the Ross Island Bridge. The material was also delivered to the job. Some delay was encountered due to insufficient trucks from the Pacific Builders' commercial plant.

Curing was done by the Hunt Process.

Overhead costs were high due to the small volume of work performed on this job by a large contractor.

Barbour Blvd.-Boone's Ferry Road

Remarks:

This contract required the completion of a 3.78-mile section of a previously graded and surfaced contract on the West Portland-Hubbard Highway, and in addition the construction of Portland cement and asphaltic concrete paving. The project was bid on February 2nd, 1948; awarded on February 10th, and the contractor started work on April 5th, 1948. The work was completed on October 29th, 1948.

Clearing work consisted of removing the light brush which had grown up on the roadbed and right of way since the previous contractor had been released due to the war emergency. A hand labor crew slashed the brush on the slopes and the roadbed brush was pulled out with a small cat equipped with a choker. The work was easily accomplished and a good profit made on the item. The solid rock remaining in the roadbed was drilled and shot and moved with two D-8 cats and 18-yard carryalls with some ripping. The common excavation was handled with the same equipment. The contractor made a good profit on the grading due to good bid prices. Much of the structural excavation was in solid rock and required expensive drilling and shooting and trimming. Some of the structural excavation came from tunneling under Barbour Blvd. This item shows a considerable loss.

The base rock was secured from the Durham pit situated adjacent to the south end of the job. The contractor installed a commercial crushing plant on his own property adjacent to the pit, and although the gravel material was secured from the State pit, it was later replaced from the contractor's own pit. The rock was produced and hauled to the road at an average of 90 cu. yds. per hour. Hauling of the 3"-0" material was done with both hired trucks and the contractor's own Euclid hauling wagons. The 3/4"-0" was stockpiled at the plant and reloaded and placed later.

The asphaltic concrete was produced at the contractor's commercial plant located at the crusher site adjacent to the Durham pit. An average of 79 tons per hour was placed. This work was interrupted frequently due to shifting the crew and equipment to other jobs and to the lack of sufficient grade preparation in advance of the work. Interruptions and delays increased the paving costs, but due to a good bid price the contractor made a profit on this item.

The Portland cement concrete pavement was subcontracted to Warren Northwest who used a 34-E Koehring paver and steel forms. The aggregate and cement were batched at a commercial plant situated at the west end of the Ross Island Bridge and delivered to the job with a 6-mile average haul. The commercial plant failed to provide sufficient batch trucks which caused some delay on the work. The paver was operated 47 hours and an average of 160 sq. yds. was placed per hour. Due to good bid price the subcontractor made an excellent profit on this item.

The contractor made good progress on the contract work and finished well within the time limit, although he had to shut down the work during the

month of June while his organization and equipment were shifted to flood emergency repair work. The profit on the job was due to the good bid prices on clearing, excavation and paving.

E. K. Clymer
Cost Analyst

By . . V. R. Jones

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FEB 7 1949
FOR FILING

7303(3)

2277

February 7, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2277, for work on the Barbur Blvd.-Beaver Ferry Road Section of West Portland-Hubbard Highway in Multnomah, Washington and Clackamas Counties, has been completed by the contractor, Parker-Schram Co., and that final payment in the amount of $6,866.69 will be made on or after February 17, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should they be any.

For your information we wish to advise that the total contract amount is $233,317.58, and that no force account work was performed on the project. This contract was completed on October 29 and accepted by the Commission on December 20, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
2-7-49 JK

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Burlew Hwy.-Bonnie Ferry Road Section, Project F-303 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ps

Encl.

Oregon State Highway Department — Federal Aid Project No. F-303 (3)

BARBUR BLVD.-BOONES FERRY ROAD SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN MULTNOMAH, WASHINGTON AND CLACKAMAS COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

24' Concrete Pavement (Sta. 4+00 to 26+68)

All Required		Clearing and Grubbing (13%)		$ 910.00
550	sq. yds.	Removal of Pavement	$ 0.60	330.00
All Required		Removal of Concrete Tank		650.00
260	cu. yds.	Structural Excavation, Unclassified	5.50	1,430.00
80	cu. yds.	Trench Excavation, Unclassified	1.25	100.00
11,920	cu. yds.	General Excavation, Common	0.75	8,940.00
4,400	cu. yds.	General Excavation, Solid Rock	2.75	12,100.00
5,840	yd. sta.	Overhaul	0.03	175.20
2,400	yd. mi.	Truck Haul	0.30	720.00
5,600	lin. ft.	Rounding Cutbanks	0.25	1,400.00
0.43	mile	Finishing Roadbed and Slopes	750.00	322.50
60	lin. ft.	12-inch Corrugated Metal Pipe	2.50	150.00
260	lin. ft.	18-inch Corrugated Metal Pipe	2.75	715.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	5.00	250.00
60	lin. ft.	Placing 12-inch Corrugated Metal Pipe	0.75	45.00
110	lin. ft.	Placing 18-inch Concrete Pipe	1.20	132.00
990	lin. ft.	8-inch Perforated Corrugated Metal Pipe, Coated	1.70	1,683.00
150	cu. yds.	Rock or Gravel Backfill in Drains	5.50	825.00
70	lin. ft.	Salvaging Culvert Pipe	1.00	70.00
16	cu. yds.	Concrete Curbs	60.00	960.00
8	cu. yds.	Concrete Traffic Separators	85.00	680.00
1	cu. yds.	Island Nosings	100.00	100.00
All Required		Constructing Recesses for Traffic Control Markers		400.00
450	lin. ft.	1-inch Electrical Conduit	1.00	450.00
750	lin. ft.	1½-inch Electrical Conduit	1.40	1,050.00
420	lin. ft.	Spring Bracket Rail with Wood Posts	3.65	1,533.00
5,190	cu. yds.	3" - 0" Material in Base	1.75	9,082.50
1,300	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	3,575.00
4,500	cu. yds.	Placing Stockpiled Gravel	0.60	2,700.00
2,300	yd. mi.	Hauling Stockpiled Gravel	0.30	690.00
150	M-gal.	Sprinkling	3.00	450.00

6,730	sq. yds.	Portland Cement Concrete Pavement	$ 4.25	$ 28,602.50
4,200	lin. ft.	Contraction Joints	0.05	210.00
2,200	lbs.	Tie Bars and Reinforcement	0.10	220.00
200	cu. yds.	½" - 0" Material in Cushion Course	5.00	1,000.00
1,620	tons	Class "B" Asphaltic Concrete	6.35	10,287.00
20	cu. yds.	Furnishing and Placing Aggregates	5.00	100.00
2	tons	Furnishing and Placing 120-200 Asphalt	41.50	83.00
			Subtotal	$ 93,128.70
			10% Engr. & Cont.	9,312.07
			Total	$102,432.77

Length of Roadway 0.429 mile
Cost per mile $238,771.02

44' Road Mix Pavement (Sta. 26+68 to 31+00)

All Required		Clearing and Grubbing (02%)		$ 140.00
1,560	cu. yds.	General Excavation, Common	$ 0.75	1,170.00
250	yd. sta.	Overhaul	0.03	7.50
200	yd. mi.	Truck Haul	0.30	60.00
.08	mile	Finishing Roadbed and Slopes	750.00	60.00
830	cu. yds.	3" - 0" Material in Base	1.75	1,45 .50
150	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	412.50
600	cu. yds.	Placing Stockpiled Gravel	0.60	360.00
300	yd. mi.	Hauling Stockpiled Gravel	0.30	90.00
10	M gal.	Sprinkling	3.00	30.00
1,170	sq. yds.	Portland Cement Concrete Pavement	4.25	4,972.50
700	lin. ft.	Contraction Joints	0.05	35.00
400	lbs.	Tie Bars and Reinforcement	0.10	40.00
40	cu. yds.	½" - 0" Material in Cushion Course	5.00	200.00
230	tons	Class "B" Asphaltic Concrete	6.35	1,460.50
			Subtotal	$ 10,490.50
			10% Engr. & Cont.	1,049.05
			Total	$ 11,539.55

Length of Roadway .082 mile
Cost per mile $140,726.21

20' Asphaltic Concrete Pavement (Sta. 31+00 to 204+00)

All Required		Clearing and Grubbing (85%)		$ 5,950.00
160	cu. yds.	Structural Excavation, Unclassified	$ 5.50	880.00
380	cu. yds.	Trench Excavation, Unclassified	1.25	475.00
1,570	cu. yds.	General Excavation, Common	0.75	1,177.50

400	cu. yds.	General Excavation, Solid Rock	$ 2.75	$ 1,100.00
10	yd. sta.	Overhaul	0.03	0.30
3.25	miles	Finishing Roadbed and Slopes	750.00	2,437.50
60	lin. ft.	18-inch Concrete Pipe	2.75	165.00
1,210	lin. ft.	8-inch Perforated Corrugated Metal Pipe, Coated	1.70	2,057.00
170	cu. yds.	Rock or Gravel Backfill in Drains	5.50	935.00
18,790	cu. yds.	3" - 0" Material in Base	1.75	32,882.50
6,450	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	17,737.50
460	M-gal.	Sprinkling	3.00	1,380.00
9,250	tons	Class "B" Asphaltic Concrete	6.35	58,737.50
320	cu. yds.	Furnishing and Placing Aggregates	5.00	1,600.00
30	tons	Furnishing and Placing 151-200 Asphalt	41.50	1,245.00
			Subtotal	$128,759.80
			10% Engr. & Cont.	12,875.98
			Total	$141,635.78

Length of Roadway 3.246 miles
Cost per mile $43,633.94

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
24' Concrete Pavement	$102,432.77	$ 48,089.00	$ 54,343.77
44' Dual Type Pavement	11,539.55	5,417.00	6,122.55
20' Asphalt Pavement	141,635.78	66,494.00	75,141.78
	$255,608.10	$120,000.00	$135,608.10

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920: Chapter 529, Laws 1939.

State Funds for Maintenance: Chapter 529, Laws 1939.

MARINE BLVD.-BOONE FERRY ROAD SECTION

PROJECT NO. F-303 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 26, 1947

Oregon State Highway Department — Federal Aid Project No. F-303 (3)

BARNUR BLVD.-BOONES FERRY ROAD SECTION OF THE WEST PORTLAND-HUBBARD HIGHWAY IN MULTNOMAH, WASHINGTON AND CLACKAMAS COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 26, 1947

24' Concrete Pavement (Sta. 4+00 to 26+68)

All Required		Clearing and Grubbing (13%)		$ 130.00
550	sq. yds.	Removal of Pavement	$ 0.60	330.00
All Required		Removal of Concrete Tank		200.00
260	cu. yds.	Structural Excavation, Unclassified	3.00	780.00
80	cu. yds.	Trench Excavation, Unclassified	3.00	240.00
11,920	cu. yds.	General Excavation, Common	0.50	5,960.00
4,400	cu. yds.	General Excavation, Solid Rock	2.00	8,800.00
5,840	yd. sta.	Overhaul	0.02	116.80
2,400	yd. mi.	Truck Haul	0.20	480.00
5,600	lin. ft.	Rounding Cutbanks	0.15	840.00
0.43	mile	Finishing Roadbed and Slopes	600.00	258.00
60	lin. ft.	12" Corr. Metal Pipe	2.00	120.00
260	lin. ft.	18" Corr. Metal Pipe	3.00	780.00
50	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	75.00
60	lin. ft.	Placing 12" Corr. Metal Pipe	1.00	60.00
110	lin. ft.	Placing 18" Concrete Pipe	1.50	165.00
990	lin. ft.	8" Perforated Corr. Metal Pipe, Coated	1.25	1,237.50
150	cu. yds.	Rock or Gravel Backfill in Drains	4.00	600.00
70	lin. ft.	Salvaging Culvert Pipe	2.00	140.00
16	cu. yds.	Concrete Curbs	50.00	800.00
8	cu. yds.	Concrete Traffic Separators	50.00	400.00
1	cu. yd.	Island Nosings	50.00	50.00
All Required		Constructing Recesses for Traffic Control Markers		200.00
450	lin. ft.	1" Electrical Conduit	0.50	225.00
750	lin. ft.	1½" Electrical Conduit	0.70	525.00
420	lin. ft.	Spring Bracket Rail With Wood Posts	3.00	1,260.00
5,190	cu. yds.	3" - 0" Material in Base	1.50	7,785.00
1,300	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.75	3,575.00
4,500	cu. yds.	Placing Stockpiled Gravel	0.60	2,700.00
2,300	yd. mi.	Hauling Stockpiled Gravel	0.20	460.00
150	M-gals.	Sprinkling	3.00	450.00

6,730	sq. yds.	Portland Cement Concrete Pavement	$ 2.60	$ 17,498.00
4,200	lin. ft.	Contraction Joints	0.05	210.00
2,200	lbs.	Tie Bars and Reinforcement	0.10	220.00
200	cu. yds.	¼" - 0" Material in Cushion Course	3.00	600.00
1,620	tons	Class "B" Asphaltic Concrete	6.50	10,530.00
20	cu. yds.	Furnishing and Placing Aggregates	5.00	100.00
2	tons	Furnishing and Placing 121-200 Asphalt	40.00	80.00 (Alternate)
		Subtotal		$ 68,980.30
		10% Engr. & Cont.		6,898.03
		Total		$ 75,878.33
		Length of Roadway	0.429 mile	
		Cost per mile	$176,872.56	

44' Dual Type Pavement (Sta. 26+68 to 31+00)

All Required		Clearing and Grubbing (2%)		$ 20.00
1,560	cu. yds.	General Excavation, Common	$ 0.50	780.00
270	yd. sta.	Overhaul	0.02	5.00
200	yd. mi.	Trunk Haul	0.20	40.00
.08	mile	Finishing Roadbed and Slopes	600.00	48.00
830	cu. yds.	3" - 0" Material in Base	1.50	1,245.00
150	cu. yds.	¾" - 0" Material in Base and Shoulders	2.75	412.50
600	cu. yds.	Placing Stockpiled Gravel	0.60	360.00
300	yd. mi.	Hauling Stockpiled Gravel	0.20	60.00
10	M-gals.	Sprinkling	3.00	30.00
1,170	sq. yds.	Portland Cement Concrete Pavement	2.60	3,042.00
700	lin. ft.	Contraction Joints	0.05	35.00
400	lbs.	Tie Bars and Reinforcement	0.10	40.00
40	cu. yds.	¼" - 0" Material in Cushion Course	3.00	120.00
230	tons	Class "B" Asphaltic Concrete	6.50	1,495.00
		Subtotal		$ 7,732.50
		10% Engr. & Cont.		773.25
		Total		$ 8,505.75
		Length of Roadway	.082 mile	
		Cost per mile	$103,728.65	

20' Asphaltic Concrete Pavement (Sta. 31+00 to 204+00)

All Required		Clearing and Grubbing (8%)		$ 840.00
160	cu. yds.	Structural Excavation, Unclassified	$ 3.00	480.00
380	cu. yds.	Trench Excavation, Unclassified	3.00	1,140.00
1,570	cu. yds.	General Excavation, Common	0.50	785.00
400	cu. yds.	General Excavation, Solid Rock	2.00	800.00
10	yd. sta.	Overhaul	0.02	0.20

3.25	miles	Finishing Roadbed and Slopes	$ 600.00	$ 1,950.00
60	lin. ft.	18" Corr. Metal Pipe	3.00	180.00
1,210	lin. ft.	8" Perforated Corr. Metal Pipe, Coated	1.25	1,512.50
170	cu. yds.	Rock or Gravel Backfill in Drains	4.00	680.00
18,790	cu. yds.	3" - 0" Material in Base	1.50	28,185.00
6,450	cu. yds.	3/4" - 6" Material in Base and Shoulders	2.75	17,737.50
460	M-gals.	Sprinkling	3.00	1,380.00
9,250	tons	Class "B" Asphaltic Concrete	6.50	60,125.00
320	cu. yds.	Furnishing and Placing Aggregates	5.00	1,600.00
30	tons	Furnishing and Placing 151-200 Asphalt	40.00	1,200.00
36	tons	Furnishing and Placing MT-9 Tar	35.00	(Alternate)
			Subtotal	$118,605.20
			10% Engr. & Cont.	11,860.52
			Total	$130,465.72

Length of Roadway 3.246 miles
Cost per mile $40,192.76

SUMMARY OF FUNDS

Item	Total Cost	Federal Aid Funds	State Funds
24' Concrete Pavement	$ 75,878.33	$ 44,146.00	$31,732.33
44' Dual Type Pavement	8,505.75	4,949.00	3,556.75
20' Asphalt Pavement	130,465.72	75,905.00	54,560.72
	$214,849.80	$125,000.00	$89,849.80

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

806 BEDELL BUILDING
PORTLAND 5, OREGON

April 29, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-303(3), Barbur Boulevard - Boones Ferry Road Section of the West Portland - Hubbard Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have reduced Federal funds requested from $125,000 to $120,000 in your estimate for the project, so as to coincide with the revised 1947 program dated January 27, 1947.

Unit for Item 30, hauling stockpiled gravel, in the proposal has also been changed from "cu. yd." to "cu. yd. mi.".

Corrected by Wood 5/1/47

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
MAY 2 1947
OREGON
STATE HIGHWAY COMMISSION

April 29, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Pdbd E. documents for Oregon Project No. F-303(3), Barbur Boulevard - Boones Ferry Road Section of the West Portland - Hillsboro Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have reduced Federal funds requested from $125,000 to $120,000 in your estimate for the project, so as to coincide with the revised 1947 program dated January 27, 1947.

Unit for Item 30, hauling stockpiled gravel, in the proposal has also been changed from "cu. yds." to "cu. yd. mi.".

Very truly yours,

F. M. DAVIS
District Engineer.

April 26, 1949

Mr. T. H. Nevin
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement for the Burlew Blvd.-Bowman Ferry Road Section, Project No. F-503 (3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:BM
Encl.

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NOV 30 1948
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E-303(3)

2417

November 26, 1948

Mr. Wm. A. Bowes
Commissioner of Public Works
Portland 4, Oregon

Dear Mr. Bowes:

In reply to your letter of November 23, relative to date of completion and opening of Barbur Boulevard to traffic, you are advised that all paving work has been completed. A slide developing on the southbound lane of the Harbor Drive expressway has prevented the opening of the new pavement to traffic, and it will probably require some ten days to two weeks to remove the slide and correct the conditions to prevent future slides. As soon as this has been accomplished, the entire section will be opened, with all lanes of traffic functioning, both on Barbur Boulevard and on Harbor Drive.

At the present time, we are allowing southbound traffic on Barbur Boulevard to use the new pavement, but northbound traffic must be detoured until the slide is corrected.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me;hi

WM. A. BOWES
COMMISSIONER
DEPARTMENT OF PUBLIC WORKS

A. D. VANCE
ASSISTANT TO COMMISSIONER
BEN B. MORROW
CITY ENGINEER

CITY OF PORTLAND
OREGON

November 23, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

My office is receiving a number of complaints by the users of Barbur Boulevard as to the slow progress being made in the completion of this improvement, and I am wondering if there is some way that the opening of Barbur Boulevard to traffic cannot be expedited in some manner.

It was my understanding that Barbur Boulevard would be opened about the 1st of October, and here we are approaching the 1st of December and no indication as to when the work may be completed.

It is not necessary for me to point out to you that the detours now in use are a great inconvenience to the travelling public and to the business establishments located on Barbur.

It would be appreciated if you would investigate this matter and give me a report as to when we can expect relief.

Thanking you, I am,

Sincerely,

Wm. A. Bowes
Commissioner of Public Works

WAB:r

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NOV 24 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 19 1948
FOR FILING

7313(3)
#277

November 18, 1948

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Parker-Schram Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. #277 covering the Barbur Blvd.--Boones Ferry Road Section of the West Portland-Hubbard Highway in Multnomah, Washington and Clackamas Counties. This payment, which is in the amount of $31,688.21, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $7,003.64. The present payment to the contractor will be made on or after November 29, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
11-18-48 gf

RECEIVED
NOV - 5 1948
FOR FILING

7303 - (3)

2977

November 3, 1948

Mr. R. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 29, 1948 on Contract No. 2977, Harbor Elvi.-Bourne Ferry Road Section in connection with Federal Aid Project No. F-303(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWeal
cc: Forrest Cooper

Form E-1—SH—1-48

7302 (3)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Barbur Blvd. - Boones Ferry Road

Highway West Portland - Hubbard

Contractor Parker Schram Co.

Date of contract Feb. 10, 19 48

Date work started ..... 19 .....

Amount of contract $259,213.00

Estimated cost of completed project, exclusive of engineering $240,713.00

Per cent of contract completed, based on total contract price ..... %

Engineering cost to date $16,551.20, 114.6 %

For Week Ending October 30, 1948, 19

Kind of work Partial Grading and Paving

Section prefix 26 - 1082

Contract number 2977

Date of completion Nov. 30, 19 48

Estimated date of completion Oct. 30, 1948

Per cent of time elapsed 89.5 %

Date project was completed October 29, 19 48

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished all work on this project on Friday.

Equipment is moved off of job. Crushing and paving plant is set up on Contractors property and will be left there for the present.

Signed Clay M. Cornett

Address Box 4644 Portland 2

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.9	3.78			3.78
Miles partially completed					
Miles completed	0.9	3.78			3.78
Total estimated quantities	20,700 C.Y.	39,000 C.Y.			7,900 sqyds 11,1o00 tons 7,605 sq. yds
Estimated quantities moved or placed to date	25, 290 C.Y.	35,755 C.Y.			11,046 tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	20				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders 1, Rollers 2, Mixers ....., Crushing or screening plants 1.....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Rain		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
NOV 3 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
FEB 4 1949
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
F-303(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

September 21, 1948

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Federal Aid Project F-303(3), Barbur Blvd.-Boones Ferry Road.

Very truly yours,

W. H. LYNCH
Division Engineer,

By: L. C. Caufield
L. C. Caufield
Principal Highway Engineer

Encls.

RECEIVED
SEP 22 1948
OREGON
STATE HIGHWAY COMMISSION

For

(Revised 1946)

Spr 7549

State Oregon

Federal Aid

Project No. S-303(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 855), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of April, 19 47, a project statement, which was approved on the 13th day of June, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 8th day of April, 19 47; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty thousand and 00/100

dollars ($ 120,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1956; Chapter 339, Laws 1959 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

_____

_____

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1000 in the NW 1/4, Section 31, T-1-S, R-1E, W.M., and survey station 2[illegible]+00 in the SE 1/4, Section 13, T-2-S, R-1-W, W.M., except Station 161+61 to 163+82.

_____, length 3.737 miles, in Multnomah, Clackamas/ and Washington Counties being Oregon Federal Aid project No. F-303(3), consisting of 3.737 miles of roadway and [illegible] bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

WAY DEPARTMENT
id project have been made available
(Include date and citation of

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ one hundred twenty thousand and 00/100 _____ dollars ($ 120,000.00), which does not exceed the authorized Federal pro rata share of _____ two hundred fifty-five thousand six hundred eight and 10/100 _____ dollars ($ 255,608.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____
(Include reference to statute authorizing
_____ Chapter 338, Laws 1939 _____
funds and probable amount annually available)
_____
_____
_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [signature]

[redacted]
(Title of officer)

By [signature]

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

Attest:

[signature]
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [signature]

Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11270-2

RECEIVED
SEP 20 1948
OREGON DISTRICT

RECEIVED
APR 8 1948
FOR FILING
F-3.03(3)
#2977

AGENDA
MAR 5 1948

February 10, 1948

Parker Schram Co
217 Builders Exchange Building
Portland 4, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving on the Harbur Boulevard-Bonnes Ferry Road Section of the Lost Portland-Hubbard Highway, in Multnomah and Washington Counties. This award was based on your low bid of $239,213 submitted on February 2, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cw
Enc.

cc - Mr. H. S. Smith (3)
Mrs. Goldie Lewis
Mr. S. H. Probert

L. R. White, Assistant Commissioner
State Industrial Accident Commission
Building

Charge to the account of

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patron should check class of service desired; otherwise, the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

JOSEPH L. EGAN
PRESIDENT

Files

CHECK

ACCOUNTING INFORMATION

TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 10, 1948
2:20 p.m.

Parker Schram Co.
217 Builders Exchange Building
Portland 4, Oregon

State Highway Commission awarded you today contract for Barbur Boulevard-Boones Ferry Road Section of West Portland-Hubbard Highway, in Multnomah and Washington Counties, based on your low bid submitted February 2, 1948. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
MAR 4 1948
FOR FILING

F-303(3)

March 2, 1948

Parker-Schram Company
200 Builders Exchange Bldg.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2977 which was awarded to you on February 10, 1948 by the State Highway Commission, covering the Barbur Blvd-Boones Ferry Road Section of West Portland-Hubbard Highway, in Multnomah, Washington and Clackamas Counties. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

F-303 (3)

RECEIVED
FEB 1 1
FOR FILING

CLASS OF SERVICE
This is a full rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1901

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

JOSEPH L. EGAN
PRESIDENT

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA151 GOVT PD=PORTLAND ORG 10 228P

R H BALDOCK=

STATE HIGHWAY ENGINEER

REYOURTEL TODAY WE HEREBY CONCUR IN AWARD OF CONTRACT FOR OREGON F-303(3) BARBUR BOULEVARD - BOONES FERRY ROAD TO PARKER SCHRAM CO., LOW BIDDERS=

T M DAVIS=

F-303(3)

Contract No 2977

NOTED
R. B. GLAISYER

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

Charge to the account of $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

If none of these blocks is checked, class of service desired will be indicated by the character of the message.

WESTERN UNION

1206

CHECK
ACCOUNTING INFORMATION
TIME FILED

A. N. WILLIAMS, CHAIRMAN OF THE BOARD — JOSEPH L. EGAN, PRESIDENT

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
FEBRUARY 10, 1948

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE AWARD TODAY CONTRACT FOR BARBUR BOULEVARD-BOONES FERRY ROAD PROJECT TO PARKER SCHRAM CO. OF PORTLAND. ALL RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
JAN 8 1947
FOR FILING

F-302(3)

January 3, 1947

Mr. T. H. Davis
District Engineer
Public Road Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

The materials proposed to be furnished by the State for the use of the contractor on Oregon Project F-302 (3), as explained in our letter of December 31, will be furnished to the contractor without cost. Federal cooperation in the cost of placing will be requested.

This is in reply to your letter of January 2nd.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:lh

...INGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

[redacted]
Division 8

January 2, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to your letter of December 31 regarding the use of State furnished materials on Oregon Project F-303(3), the Barbur Boulevard - Boones Ferry Road Section of the West Portland - Hubbard Highway, please advise if it is intended to furnish the materials without charge to the contractor, with Federal cooperation requested for the cost of placing.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 3 1947
OREGON
STATE HIGHWAY COMMISSION

Copy sent to Mr. Baldock

RECEIVED
JAN 2 1947
FOR FILING

F-303-2-1
F-303-3

December 31, 1946

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

On termination of prewar project FA 303-B (1) on the Barbur Blvd.-Boones Ferry Road Section of the West Portland-Hubbard Highway, there was left unused the following quantities of materials:

60 lin. ft.	12" Corrugated Metal Pipe
105 lin. ft.	18" Corrugated Metal Pipe
5,100 cu. yds.	3" - 0" Gravel (for use in base course)

We propose now to use these materials in project F-303 (3) for which we are planning to receive bids on February 2nd or 4th.

Permission to furnish the materials to the contractor for use as above indicated is requested.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:lh

F-5(4) Elgin-Boswell Ranch Sec., Wallowa Lake Hwy. 1948

#2978

RECEIVED
MAR 16 1950
FOR FILING

File

F-5 (4)

2177

March 15, 1950

Mr. Charles H. Reynolds
State Highway Commissioner
Post Office Box 898
La Grande, Oregon

Dear Mr. Reynolds:

On February 15 you wrote to Mr. Baldock relative to the Eastern Oregon Light and Power Company's claim for moving power poles between Elgin and Minam.

This claim was held up for some time in order to determine whether all portions of the Company's claim were valid. Some of the poles that were moved were located within the right of way of an old county road. This county road was abandoned several years ago, and there was some question as to whether the State should pay for such moving as was required.

Mr. Devers has ruled that the Highway Commission is obligated to pay the cost of moving the poles on the old abandoned right of way, as well as the other poles which were located on private right of way, and we have, therefore, submitted the billings to the Accounting Department for payment. The Power Company should receive its payment within the next two weeks.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:mm

FORM E-20 2M 1-49 23023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 14, 1950
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

O F F I C E

NOTED
W. C. WILLIAMS

Dear Sir:

I hand you herewith State Force Order and two bills each in triplicate covering the moving of California-Pacific Power Line Poles on the Elgin-Boswell Ranch Section of the Wallowa Lake Highway in Union County.

Bill No. 1 in the amount of $934.48 covered the moving of poles from right of way which was under easement to the Power Company.

Bill No. 2 in the amount of $1662.72 covered the moving of poles which at one time followed the old right of way of the County Road or State Highway which had been abandoned years ago.

There was considerable question raised in the field as to whether or not we were obligated to move these poles at State expense. Mr. Devers has ruled that this is a State obligation. Mr. Smith has recommended that these bills be allowed as submitted.

The final estimate has been prepared on this project (Contract No. 2978), and there was a total underrun of expenditures in the amount of $4,696.78.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

February 15, 1950

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sam:

The local office of the California-Pacific Utilities, which is a form of the Eastern Oregon Light & Power Company, advise that they have written H. G. Smith a couple of times with reference to a claim they have for the moving of the electric light poles when the highway was re-located and constructed from Elgin towards Minam.

When Mr. Smith was in the office recently I discussed this with him, but he stated that to his knowledge none of the correspondence had reached his desk. I had also written him and received no reply.

Recently he did write stating that there was some question regarding the claim. The purpose of this letter is to request that you check with Mr. Smith since the matter has been handled for a couple of years and is a reflection upon the manner in which the Commission and the department handles these affairs.

Very truly yours,

Chas H Reynolds

CHR/vlw

Williams.
By [illegible]

Please answer
please.

RECEIVED
DEC 13 1949
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

Department of Commerce
BUREAU OF PUBLIC ROADS
[redacted]
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-5(4)
Elgin-Boswell Ranch Sec.
Wallowa Lake Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encl.

RECEIVED
STATE HIGHWAY COMMISSION

Oregon Federal Aid . Ject No. F-5(4) WASpr 7510

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on September 14, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-5(4); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $150,000.00 to $206,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred six thousand and 00/100 dollars ($206,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement

shall not in any event exceed the sum of two hundred six thousand and 00/100 dollars ($206,000.00), which does not exceed the authorized Federal pro rata share of three hundred forty-nine thousand fifty-four and 75/100 dollars ($349,054.75), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on November 8, 1949.

OREGON STATE HIGHWAY COMMISSION

By T H Banfield
Chairman, State Highway Commission

By R R Rhoades
Member, State Highway Commission

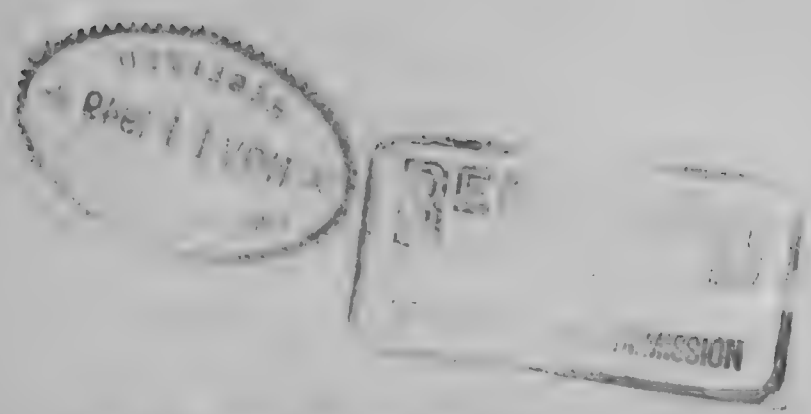
By Chas H Reynolds
Member, State Highway Commission

Attest A B Stoddard
SECRETARY

RECOMMENDED ...
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

...
Acting Division Engineer
U.S. Bureau of Public Roads



Oregon Federal Aid Project No. F-5(4)

RECEIVED
DEC 13 1949
FOR FILING

F-5(4)

October 12, 1949

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement for the Elgin-Summerville South Section, Project No. F-5 (4).

The present setup of Federal funds for this project is $150,000.00, which we are requesting be increased to $206,000.00 to reflect more nearly the permissible Federal-aid share of the actual cost.

One copy of form PR-2 covering this request is enclosed herewith.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. G. Williams
Assistant State Highway Engineer

JMW/gs

Encls.

Oregon State Highway Department — Federal Aid Project No. F-5 (4)

KLOTH-ROSELLI RANCH SECTION OF THE KALOMA LAKE HIGHWAY IN UNION COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 5, 1949

Roadway (Sta. 1305+00 to 1635+00)

All Required		Clearing and Grubbing		$ 5,000.00
400	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,200.00
900	cu. yds.	Trench Excavation, Unclassified	3.00	2,700.00
170,000	cu. yds.	General Excavation, Unclassified	0.68	115,600.00
440,000	yd. stas.	Short Overhaul	0.02	8,800.00
7,500	C-yd. stas.	Long Overhaul	0.50	3,750.00
6.25	miles	Finishing Roadbed and Slopes	500.00	3,125.00
35,000	lin. ft.	Rounding Cutbanks	0.20	7,000.00
680	lin. ft.	18" Corr. Metal Pipe	3.75	2,550.00
200	lin. ft.	24" Corr. Metal Pipe	5.50	1,100.00
50	lin. ft.	36" Corr. Metal Pipe	8.50	425.00
150	lin. ft.	48" Extra Strength Corr. Metal Pipe	13.50	2,025.00
110	lin. ft.	12" Concrete Pipe	2.25	247.50
40	lin. ft.	18" Concrete Pipe	4.00	160.00
16	lin. ft.	30" Concrete Pipe	7.50	120.00
740	lin. ft.	Salvaging Culvert Pipe	2.00	1,480.00
70	cu. yds.	Class "A" Concrete	60.00	4,200.00
9,500	lbs.	Metal Reinforcement	0.13	1,235.00
28,000	sq. yds.	1½" - 0" Rock in Subbase	2.15	60,200.00
16,000	cu. yds.	4" - 2" Rock in Base	2.15	34,400.00
10,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.35	23,970.00
1,500	M-gals.	Sprinkling	2.50	3,750.00
6.25	miles	Preparation of Base	200.00	1,250.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.95	16,195.00
320	tons	Furnishing and Placing 151-200 Asphalt	42.00	13,440.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	42.50	3,400.00
			Subtotal	$317,322.50
			10% Engr. & Cont.	31,732.25
			Total	$349,054.75

Length of Roadway 6.251 miles
Cost per mile $55,039.62

Federal Aid Funds	$206,000.00
State Funds	143,054.75
	$349,054.75

State Funds for Constructions Chap. 157, laws 1917; Chap. 31, laws 1933; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 5, 1949
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Primary Highway Program (Previous Program) | August 13, 1948 (Date of Approval)

COUNTY Union | FA or FAS Route No. FA 7

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	39	F-5 (4)	.7 mi. E. of Elgin to Boswell Ranch	Survey-Plans					Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	349,054	150,000	199,054		
				Total	349,054	150,000	199,054	6.251	
Requested Revision	39	F-5 (4)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	349,054	206,000	143,054		
				Total	349,054	206,000	143,054	6.251	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Increase Federal funds to reflect more nearly the permissible Federal share

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

RECEIVED
JUL 14 1949
FOR FILING
F-5(1)
2978

July 13, 1949

Hansen & Rowland Inc.
General Agents
Tacoma, Washington

Attention: A. Van R. Scharmerhorn
Mgr., Surety Bond Dept.

Dear Mr. Scharmerhorn:

In your letter of July 11, 1949, you request that when notifying you of semi-final payments to a contractor, that we also advise you as to the full amount earned by the contractor so that you can adjust the bond premium accordingly.

I do not believe that you are entirely familiar with the procedure which this department follows in making semi-final and final payments to the contractors. The semi-final payment is made immediately after the job is completed, and the field notes are submitted to this office for checking purposes. At that time, all amounts earned by the contractor, except 3 per cent of the total, are released. The 3 per cent referred to is withheld until the field notes can be checked, and the exact amount earned by the contractor is determined. In notifying you of a semi-final payment, it would not be possible for us to advise you the exact total amount earned by the contractor. That may vary according to what is revealed in a check of the field notes. That is the reason we do not give you that information on semi-final notification.

When the field notes have been checked and we are ready to make final payment, including all retained percentages, then it is our practice to again notify the bonding company and in that letter we state the total amount earned by the contractor, the amount of final payment and if there are any force account items, the amount thereof. The surety is given ten days notice and if we do not receive any word to the contrary from the surety, final payment will be released at the expiration of that ten day period.

You particularly request the final figures on the grading and paving of the Elgin-Boswell Ranch Section of the Wallowa Lake Highway. I am pleased to advise you as follows: Final payment on this contract was mailed to E. C. Hall Co., Portland 1, Oregon, on May 19, 1949. The total amount earned by the contractor was $330,693.05.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

H. T. HANSEN, Pres. I. C. ROWLAND, Secy.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

July 11, 1949

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

ANSWERED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

My dear Mr. Glaisyer:

We acknowledge receipt of copy of your letter addressed to the Maryland Casualty Company, dated March 8, 1949. This file has just come to my attention, and I notice that in this letter you give us the amount of semi-final payment to be made and the amount of retained percentage. We would greatly appreciate your advising us when you write these letters the total amount earned by the contractor according to the final estimate which you give him.

What we are interested in is adjusting the premium on the bond. If the total amount earned by the contractor under the contract is less than the estimated amount upon which the premium was billed, he gets a refund; if it exceeds the amount of the original bill, he is charged with an additional premium.

If you have the final figures on this contract we would appreciate receiving the same. It is for the grading and paving of Elgin Boswell Ranch Section, Wallowa Lake Highway, Union County, FAP F-5 (4) on which bids were opened February 3, 1948.

RECEIVED
JUL 12 1949
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

AVRS:vh

RECEIVED JUN 7 1949 Baldock

FOR FILING

May 31st, 1949

Wallowa Lake Highway
Prefix #31-1016

FINAL COST ANALYSIS
Regrade, Surface & Oil
E. C. Hall, Contractor
O. G. McComb, Resident Engineer

Elgin-Boswell Ranch Section
Contract #2978

75(4)

2978

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$2,620.60	$5,000.00
Struct. Excav., Unclass.	30[illegible]	Cu. Yd.	$1.78	$3.00	536.85	904.80
Trench " "	5.8	" "	1.78	3.00	10.32	17.48
Gen'l. " "	174,725.1	" "	0.629	0.68	109,818.73	118,813.07
Short Overhaul	437,385.6	Yd. Sta.	0.016	0.02	6,998.17	8,747.71
Long "	7,572.76	C-Yd. Sta.	0.44	0.50	3,332.01	3,786.38
Finishing R/B & Slopes	6.25	Mile	374.50	500.00	2,340.63	3,125.00
Rounding Cutbanks	18,020	Lin. Ft.	0.185	0.20	3,344.74	3,604.00
18" Corr. Metal Pipe	660	" "	2.73	3.75	1,801.80	2,475.00
24" " " "	262	" "	4.35	5.50	1,139.70	1,441.00
36" " " "	34	" "	8.38	8.50	284.92	289.00
48" Extra Strength Corr. Metal Pipe	136	" "	13.72	13.50	1,865.92	1,836.00
12" Concrete Pipe	480	" "	1.69	2.25	812.40	1,080.00
18" " "	225	" "	3.22	4.00	725.55	[illegible]
Salvaging Culvert Pipe	162	" "	0.96	2.00	155.90	324.00
Class "A" Concrete	54.94	Cu. Yd.	47.63	60.00	2,617.01	3,296.40
Metal Reinforcement	7,071	Lb.	0.11	0.13	793.90	919.23
1½"-0" Rock in Base	27,285	Cu. Yd.	1.83	2.15	49,877.39	58,662.75
4"-2" " " "	16,538	" "	1.98	2.15	32,745.24	35,556.70
3/4"-0" Rock in Base & Shoulders	11,682	" "	1.97	2.35	23,133.54	27,452.70
Sprinkling	2,955.5	M/Gal.	1.15	2.50	3,398.82	7,388.75
*Preparation of Base	6.25	Mile	83.28	200.00	520.50	1,250.00
*Furnish & Place Aggregates	4,548	Cu. Yd.	2.91	3.95	13,232.13	17,964.60
*Furnish & Place 151-200 Asphalt	394.9	Ton	43.60	42.00	17,218.08	16,585.80

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	955.4	Cu. Yd.	$1.80	$2.25	$1,722.30	$2,149.65
½"-¼" * * * *	913.2	* *	1.80	2.25	1,646.76	2,054.70
¼"-0" * * * *	467.2	* *	1.80	2.25	842.96	1,051.20
SP Screen Rejects in S.P.	223.9	* *	0.25	0.25	55.98	55.98
SP * * On Road	2,959	* *	0.25	0.25	739.75	739.75
SP Hauling Screen Rejects	49.5	Yd. Mi.	0.12	0.12	5.94	5.94
SP Haul Adj., Favor of Contractor	1,648.3	Yd. Mi.	0.10	0.12	163.95	197.80
PA #1, Relay 3/4" Water Pipe	100%				285.50	360.00
PA #2, 24" Concrete Pipe	60	Lin. Ft.	4.32	4.80	259.20	288.00
PA #3, Leveling S.P. Sites	All				27.50	100.00
PA #4, Purchase Excess 1½"-0" Rock	736.3	Cu. Yd.	1.47	1.50	1,082.36	1,104.45
PA #5, Purchase Excess 3/4"-0" Rock	664.8	* *	1.47	1.70	977.26	1,130.16
PA #6, Cement Adj., Favor of Contractor	6.47	Bbl.	5.44	5.43	35.20	35.13
					287,134.31	330,693.05
County Rock Sales					1,159.20	1,416.28
					$288,293.51	$332,109.33

* Work performed by J. C. Compton Co.

	Total Revenue	Total Cost	Net Profit	% Profit
E. C. Hall Co.	$306,541.93	$266,191.40	$40,350.53	13.1%
J. C. Compton	25,567.40	22,102.11	3,465.29	13.6%
T o t a l	$332,109.33	$288,293.51	$43,815.82	13.2%

Elgin-Boswell Ranch

Detail of Cost
E. C. Hall Co.

Labor:

Supervision	$9,074.50	
Labor	83,973.38	
State Industrial Accident Insurance	2,093.58	
Social Security & Unemployment Insurance	3,349.73	
		$98,491.19

Materials:

18" Corr. Metal Pipe	660 Lin. Ft.	at	$2.17	$1,432.20
18" " " " Bands	38 Each	"	3.18	120.84
24" " " "	262 Lin. Ft.	"	3.37	882.94
24" " " " "	17 Each	"	4.04	68.68
36" " " "	34 Lin. Ft.	"	6.62	225.08
36" " " " "	1 Each	"	6.67	6.67
48" " " " Extra Strength	136 Lin. Ft.	"	10.97	1,491.92
48" Corr. Metal Pipe Extra Strength Bands	7 Each	"	10.59	74.13
12" Concrete Pipe	480 Lin. Ft.	"	1.33	638.40
18" " "	225 " "	"	2.64	594.00
24" " "	60 " "	"	3.82	229.20
Metal Reinforcement	7,071 Lb.	"	0.0575	406.95
				6,171.01

Equipment Rental & Miscellaneous:

Equipment Rental	$86,921.80	
Rented Equipment	16,119.09	
Gas, Oil & Grease	16,979.83	
Explosives	8,705.67	
Lumber	323.93	
Drill Steel	733.84	
Wire Rope	1,592.92	
Freight & Cartage	9,678.69	
Field Office & Miscellaneous Petty Cash Disbursements	3,110.38	
Telephone & Telegraph	692.25	
Small Tools & Miscellaneous	3,736.85	
Bond	2,413.67	
Home Office & General Overhead	7,080.89	
		158,589.81
		$263,252.01
Snook Brothers, Subcontractor on Box Culvert		2,939.39
Total Cost		$266,191.40

FINAL COST ANALYSIS
Elgin-Boswell Ranch Section
J. C. Compton, Subcontractor

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	6.25	Mile	$83.30	$200.00	$520.50	$1,250.00
Place Aggregates	4,548	Cu. Yd.	0.96	1.70	4,363.53	7,731.60
Furnish & Place 151-200 Asphalt	394.90	Ton	43.60	42.00	17,218.08	16,585.50
					$22,102.11	$25,567.40

Gross Revenue	$25,567.40
Total Cost	22,102.11
Net Profit	$3,465.29

Net Profit Equals 13.6% of Gross Revenue

FINAL COST ANALYSIS
Elgin-Boswell Ranch Section
J. C. Compton, Subcontractor

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	6.25	Mile	$83.30	$200.00	$520.50	$1,250.00
Place Aggregates	4,548	Cu. Yd.	0.96	1.70	4,363.53	7,731.60
Furnish & Place 151-200 Asphalt	394.90	Ton	43.60	42.00	17,218.08	16,585.80
					$22,102.11	$25,567.40

Gross Revenue	$25,567.40
Total Cost	22,102.11
Net Profit	$3,465.29

Net Profit Equals 13.6% of Gross Revenue

Elgin-Boswell Ranch

Detail of Cost
J. C. Compton Co.

Labor:			
Supervision		$550.00	
Labor		3,958.60	
Labor Insurance		429.10	
			$4,937.70
Materials:			
151-200 Asphalt	394.91 Ton at $21.00	$8,293.11	
Freight, Portland to Elgin	" " " 9.60	3,790.94	
			12,084.05
Equipment Rental & Miscellaneous:			
Equipment Rental		$2,502.00	
Gas, Oil & Grease		1,429.30	
Stove Oil		94.40	
P.U.C. Fees		94.72	
Small Tools & Miscellaneous		397.84	
Home Office & General Overhead		562.10	
			5,080.36
Total Cost			$22,102.11

Remarks:

This was a "Regular Federal Aid" project calling for regrading, placing of crushed rock surfacing and construction of a type O-11 oil mat wearing surface of 6.25 miles of highway roadbed, the construction of box culverts and the placing of 2,000 cubic yards of crushed rock in stockpiles on the Elgin-Boswell Ranch Section of the Wallowa Lake Highway in Union County. The project was bid by the contractor February 3rd, 1948, the bid was awarded February 16th, work was started March 29th, and completed October 5th, 1948.

All phases of the construction were handled by the contractor except the building of the box culvert, which was subcontracted by Snook Brothers, and the placing of the oil mat wearing surface, which was subcontracted to the J. C. Compton Company. Equipment used by the various contractors consisted of five D8 tractors, three equipped with dozers, one D7 tractor equipped with boom and dragline bucket, one 1½ cubic yard shovel, one 18 cubic yard carryall, one 13 cubic yard carryall, one heavy duty ripper, five DW10 Pulls, one Admun paver, one roller, three heavy duty blades, two 315 compressors, one wagon drill, three jackhammers, four 8 cubic yard trucks, one grease wagon, three flatbed trucks, two equipment trucks, five pickups, one 4-crusher portable crushing plant, five light plants, one water pump, one water wagon and miscellaneous small equipment used by the E. C. Hall Company; one 3-sack concrete mixer, one flatbed truck and one pickup used by Snook Brothers; and one ½ cubic yard shovel, two heavy duty blades, two 10-ton rollers, one retort, one boiler, one 2,300-gallon distributor, three 1,500 to 2,000 gallon transports, one service truck, three low-bed trailers, one broom, six 5 cubic yard trucks, one pilot car, one panel car and two pickups used by the J. C. Compton Company.

Clearing was fairly light throughout the job, a part of the new alignment having some brush and small trees requiring removal and a part passing through open fields. Hand labor was used to a large degree and a good profit was shown due to the lightness of the work.

Very little trench excavation was required. Structural excavation was handled by tractor and dozer and by hand labor as required. No rock was encountered and as the bid price was high for common structural an excellent profit was made for this item.

General excavation was bid at a fair price considering the amount of solid rock requiring excavating. Very poor judgment was used by the contractor in starting the construction of the project during the early spring. Cats, dozers and carryalls were used for the first two months of the time and heavy rain softened the material as soon as the top surfaces were removed and created a condition under which economical operations were impossible. Poor grade supervision also slowed production during the start of the project. After two months of operation the contractor was able to provide considerably more equipment for the job and because of the completion of other work was able to personally supervise the work. Weather conditions improved and equipment was able to make good progress. This, plus the personal attention of the contractor, allowed all excavation items to pull out of the red and show a fair profit.

Crushing of all materials required was handled from the state quarry at Station 1451. This was a new quarry but proved very satisfactory, both from the contractor's and from the State's standpoint. Down holes were required for shooting but the rock drilled easily and only nominal amounts of explosives were

required. The rock broke into small dice and the most of the 4"-2" material was procured by screening behind the breaker. While less crushing costs were allowed for the 4"-2" the cost of the material was higher than costs of either the 1½"-0" or 3/4"-0" due to a large overrun of approximately 3,000 cubic yards of 4"-2" left in stockpile at the completion of the job. This large overrun was due to the method of placing the material in stockpile. All material was run directly over a belt to the stockpile and amounts crushed per day could only be guessed.

Oiling items were handled by the J. C. Compton Company. Due to the lateness of the season oiling was started before all crushed rock was placed. Rain shut down operations after two days work and the oiling contractor used most of his equipment to supplement the contractor's equipment in placing and processing the road rock. Due to the extra revenue obtained for equipment used on this work the oiling operations showed a fair profit but would have shown a large loss if all equipment would have been down during inclement weather.

This project would have shown a large profit at the bid prices if handled by competent supervision throughout and if operations were started at the proper time, but inclement weather, poor supervision at the beginning of the work and the loss sustained due to the large overrun of 4"-2" cut this possible profit to a nominal profit for the project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
MAY 9 - 1949
FOR FILING

75 (4)

2978

May 2, 1949

Maryland Casualty Company
Baltimore 3
Maryland

NOTED
H. B. GLAISYER

Gentlemen:

Please be advised that State Highway Contract No. 2978 for work on the Elgin-Boswell Ranch Section of Wallowa Lake Highway in Union County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $9,802.59 will be made on or after May 12, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $330,693.05, and that no force account work was performed on the project. This contract was completed October 5, 1948 and accepted by the Commission January 7th, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansson & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansson & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
5-2-49 J

(4)

2178

March 8, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the E. C. Hall Company on contract No. 2978, covering Elgin-Boswell Ranch Section of Wallowa Lake Highway in Union County. This payment, in the amount of $11,648.38, will be made on or after March 18, 1949. The retained percentage amounts to $9,928.45.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hanson & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hanson & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
3-8-49 K

RECEIVED
JAN 21 1949
FOR FILING

7-5(4)

2976

January 20, 1949

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to release to E. C. Hall Co. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2976 covering the Elgin-Boswell Ranch Section on Wallowa Lake Highway in Union County. This payment, which is in the amount of $23,204.03, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $9,564.19. The present payment to the contractor will be made on or after January 31, 1949.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, cost or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Hansen & Rowland, Inc.
609 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ...
1-20-49 JR

RECEIVED
OCT 14 1948
FOR FILING

F-5 (4)

a97F

October 13, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 5, 1948 on Contract No. 3228, Elgin-Summerville Summit Section, in connection with Federal Aid Project No. F-5 (4).

Very truly yours,

S. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHP:cw

cc to Forrest Cooper

Form B-1—825—1-48

4 5 (H)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct.2,1948, 19

Section Elgin-Cricket Flat

Highway Wallowa Lake

Contractor E.C.Hall Co.

Date of contract Feb.16,1948, 19

Date work started Mar.29,1948, 19

Amount of contract $321,822.50

Kind of work Grading and oil mat surfacing

Section prefix 31-1016

Contract number 2978

Date of completion Nov.30,1948, 19

Estimated date of completion Oct.9,1948, 19

Per cent of time elapsed 79 %

Estimated cost of completed project, exclusive of engineering $340,000

Per cent of contract completed, based on total contract price 98 %

Engineering cost to date $10,000, 55 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor has just been fixing the fences torn down during construction, moving the 3/4"-0" rock that was left, inside our ground, cleaning ditchs etc. all week.

There will be some equipment near the pit for the next couple of months, as they are going to overhaul cats and blades for that long at least.

NOTED
H.W. LIBBY

RECEIVED
OCT 4 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E.M. BOOTH

Signed O. H. McComb

Address [redacted] LaGrande Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FEB 4 1949
FOR FILING
IDAHO
MONTANA
OREGON
IDAHO
WASHINGTON
F-5(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

September 21, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project F-5(4), Elgin-Boswell Ranch.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L.J. Caufield
L.J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
SEP 22 1948
OREGON
STATE HIGHWAY COMMISSION

Jcon

Form PR 1 (Revised 1944)

State Oregon

Federal Aid Project No. F-5(h)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a project statement, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 19th day of January, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 31, Laws 1929; Chapter 289, Laws 1929 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1325+00 in the NE 1/4, Section 14, T-1-N, R-39-E, W.M., and survey station 1425+00 in the SE 1/4, Section 3, T-1-N, R-40-E, W.M., without exception,

, length 6.953 miles, in Union County, being Oregon Federal Aid project No. F-5(4), consisting of 6.953 miles of roadway and 20 bridges, of more than 20 feet clear span,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

EPARTMENT
roject have been made available

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ one hundred fifty thousand and 00/100 _____ dollars ($ 150,000.00), which does not exceed the authorized Federal pro rata share of _____ three hundred forty-nine thousand fifty-four and 75/100 _____ dollars ($ 349,054.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

_____ Chapter 522, Laws 1929

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

Attest [redacted]
SECRETARY

COMMISSIONER OF PUBLIC ROADS.

By F. R. Andrews
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11979-3

RECEIVED
SEP 20 1948
OREGON DISTRICT

RECEIVED
SEP 20 1948
FOR FILING

F-5(4)

2978

Salem, Oregon
September 17, 1948

E. A. Collier

OFFICE

Attached are three copies of an agreement with West Coast Telephone Company relative to re-establishing a section if its telephone line on the Elgin-Summerville Branch Section of the Wallowa Lake Highway in Union County.

A fully executed copy of this agreement has been mailed to Mr. E. D. Chidsey for transmittal to Mr. Dalton of the Telephone Company, and the original has been retained by Mrs. Chidsey for the Commission's files.

L. H. MAYFIELD

LHM/ed

cc: Elgin

FORM S-30 2M 8-48 22804

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16,1948

SUBJECT:

To: Mr. R. H. Baldock

Herewith I hand you, for further handling, four copies of an agreement with West Coast Telephone Company relative to re-establishing a section of its telephone line on the Elgin-Boswell Ranch Section of the Wallowa Lake Highway in Union County.

A fully executed copy of this agreement has been mailed to Mr. E. F. Chidsey for transmittal to Mr. Dalton of the Telephone Company, and the original has been retained by me for the files of the Commission.

H. H. Heaigh

Secretary

gl
attachments 4

5 Comer
1 Sorrell

RECEIVED
SEP 16 1948
FOR FILING

F-5(4)
2978

Salem, Oregon
September 15, 1948

Mr. H. G. Smith

The Highway Commission approved the agreement with West Coast Telephone Company for reestablishing telephone lines on the Elgin-Boswell Ranch Section of the Wallowa Lake Highway, estimated to cost $2,200. Please submit the necessary work order for state force work on contract project to cover this work.

W. C. Williams

WCW/ds

RECEIVED
OCT 25 1948
COMMISSIONERS
FOR FILING
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. S. CHANDLER, MEMBER

F-5(4)
2971

5 B

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 30, 1948

IN REPLY PLEASE
REFER TO FILE

Oregon State Highway Commission

NOTED
W. C. WILLIAMS

Gentlemen:

In the construction of the Elgin-Dorrall Ranch Section of the Wallowa Lake Highway it was necessary to move a section of telephone line belonging to the West Coast Telephone Company. This line occupied a private right of way and, therefore, it is necessary that the company be reimbursed for the cost of moving the lines. Mr. Devers has prepared an agreement to be entered into between the Highway Commission and the telephone company to cover the cost of moving said line and the agreement has been executed by officials of the telephone company.

The estimated cost of moving the telephone line is $2,200, which cost will be charged to the construction project, and no additional authorization is required.

The agreement forms will be presented to you for your consideration and execution if approved at the next Commission meeting.

Very truly yours,

H. H. Baldock
State Highway Engineer

cc W. C. Williams ✓

RECEIVED
AUG 30 1948
FOR FILING

F-5(4)

August 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Mr. Davis:

It now appears that the oiling of the Elgin-Roswell South Section of the Wallowa Lake Highway, Ore. F-5(4), will be done during the month of September.

Owing to the lateness of the season, we do not consider it advisable to use RC-3 in the seal coat and we respectfully request approval for the use of 151-200 asphalt in the seal coat in lieu of RC-3. The price of 151-200 asphalt is $42.00 per ton on this project as compared with $42.90 per ton for RC-3.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

WGW/ks

RECEIVED
AUG 6 - 1948
FOR FILING

F-5(4)

672 W.

August 5, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letters of August 2 and April 23, pertaining to State Force Work Order No. 289, covering work on Oregon Project No. F-5 (4) Elgin-Hermiston Branch Section of the Wallowa Lake Highway.

We have just prepared and submitted to the Mountain States Telephone and Telegraph Company an agreement covering the moving of the poles involved on the project. To date, we have not received the signed copies of the agreement, but hope to have them within the next few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith

ASSIGNMENT

No. 671 WCW

DESCRIPTION: Let. 8/2/48 from T.M.Davis, PRA re State Force Order No. 285 on F-5(4), Elgin-Boswell Ranch Section.

DATE: 8/4/48

ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 8-5-48-ds

REMARKS:

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

August 2, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of April 23, 1948 advising receipt of State Force Order No. 285 covering work to be performed by the West Coast Telephone and Telegraph Company on Oregon Project F-5(4), Elgin - Boswell Ranch Section. We would appreciate a reply to our letter in order that some action might be taken by this office.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
STATE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 3 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1948
FOR FILING

F 5(4)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Elgin-Starkell Ranch Section, Project F-5 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

K. C. Williams
Assistant State Highway Engineer

KCW/gs

Encl.

Oregon State Highway Department — Federal Aid Project No. F-5 (4)

[illegible] RANCH SECTION OF THE MALLORA LAKE HIGHWAY IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Roadway (Sta. 1305+00 to 1635+00)

All Required		Clearing and Grubbing		$ 5,000.00
400	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,200.00
900	cu. yds.	Trench Excavation, Unclassified	3.00	2,700.00
170,000	cu. yds.	General Excavation, Unclassified	0.68	115,600.00
440,000	yd. mass.	Short Overhaul	0.02	8,800.00
7,500	C-yd. sta.	Long Overhaul	0.50	3,750.00
6.25	miles	Finishing Roadbed and Slopes	500.00	3,125.00
35,000	lin. ft.	Rounding Cutbanks	0.20	7,000.00
680	lin. ft.	18" Corr. Metal Pipe	3.75	2,550.00
200	lin. ft.	24" Corr. Metal Pipe	5.50	1,100.00
50	lin. ft.	36" Corr. Metal Pipe	8.50	425.00
150	lin. ft.	48" Extra Strength Corr. Metal Pipe	13.50	2,025.00
110	lin. ft.	12" Concrete Pipe	2.25	247.50
40	lin. ft.	18" Concrete Pipe	4.00	160.00
16	lin. ft.	30" Concrete Pipe	7.50	120.00
740	lin. ft.	Salvaging Culvert Pipe	2.00	1,480.00
70	cu. yds.	Class "A" Concrete	60.00	4,200.00
9,500	lbs.	Metal Reinforcement	0.13	1,235.00
28,000	cu. yds.	1½" - 0" Rock in Subbase	2.15	60,200.00
16,000	cu. yds.	4" - 2" Rock in Base	2.15	34,400.00
10,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.35	23,970.00
1,500	M-gals.	Sprinkling	2.50	3,750.00
6.25	miles	Preparation of Base	200.00	1,250.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.95	16,195.00
320	tons	Furnishing and Placing 151-200 Asphalt	42.00	13,440.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	42.50	3,400.00
		Subtotal		$317,322.50
		10% Engr. & Cont.		31,732.25
		Total		$349,054.75

Length of Roadway 6.251 miles
Cost per mile $55,639.62

Federal Aid Funds	$190,000.00
State Funds	159,054.75
	$349,054.75

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1930; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
APR 19 1948
FOR FILING

F-2(4)

April 14, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 385, covering the moving of telephone poles on the Elgin-Boswell Ranch Section of the Wallowa Lake Highway in Union County, Contract No. 2978, in connection with Federal Project F-2 (4).

It is necessary to move these poles to give clearance for construction. The work will be done by the West Coast Telephone & Telegraph Company. The poles, at the present time, are on private or leased right of way.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/gs

Encl.

RECEIVED
APR 1 1948
FOR FILING

F-5(4)

March 31, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on March 29, 1948 on Contract No. 2976, Elgin-Starkell Ranch Section in connection with Federal Aid Project No. F-5 (4).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:cw

RECEIVED
MAR 24 1948
FOR FILING

F-5(4)

March 18, 1948

E. C. Hall Company
Route 6, Box 630
Portland 1, Oregon

Gentlemen:

We are sending you today a fully executed copy of contract No. 2978 which was awarded to you on February 16, 1948, by the State Highway Commission covering grading and surfacing on the Elgin-Boswell Marsh Section of the Wallowa Lake Highway in Union County. This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
Enc.

RECEIVED
MAR 4 1946
FOR FILING

files

E-5 (4)

2918

Salem, Oregon
March 4, 1946

Mr. E. A. Collier

We hand you herewith three copies of a revised agreement with Union County, covering the Elgin-Boswell Ranch Section of the Wallowa Lake Highway.

One fully executed copy has been forwarded to the County Court of Union County and the original copy has been retained by Mr. Gladyer for the Commission's files.

L. H. Warfield

lc
attach.

cc: H. G. Smith
Oscar Cutler

RECEIVED
MAR 4 1948
FOR FILING

F-5 (4)

#2978

Salem, Oregon
March 3, 1948

Mr. E. H. Baldock

Herewith I hand you, for further handling, copy of a revised agreement with Union County, covering the Elgin-Boswell Ranch Section of the Wallowa Lake Highway.

A fully executed copy of this agreement has been mailed to the County Court of Union County, and the original copy has been retained by me for the Commission's Files.

Very truly yours

Secretary

gl
encls. 5

RECEIVED
FEB 18 1948
FOR FILING

F-3-(4)

February 17, 1948

Memorandum to the Oregon State Highway Commission

Attached for your approval are two copies of a revised agreement with Union County covering the Elgin-Boswell Ranch Section of the Wallowa Lake Highway. Bids were received for this project on February 3, but the awarding of the contract was held up pending receipt of the agreement. The agreement has now been signed by members of the County Court, by the State Highway Engineer and the Chief Counsel. A contract for the Elgin-Boswell Ranch Section was awarded to E. C. Hall Company on February 16, 1948.

Very truly yours,

Secretary

FAQ:jb
Enc. (2)
cc - Floyd Query

RECEIVED
APR 8 1948
FOR FILING

AGENDA
MAR 1 5 1948

F-5(4)
#1 2978

February 16, 1948

E. G. Hall Co.
Route 6, Box 630
Portland 1, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, oil mat surfacing and furnishing crushed rock in stockpiles on the Elgin-Summerville Summit Section of the Wallowa Lake Highway in Union County. This award was based on your low bid of $321,822.50 submitted on February 3, 1948.

Contract forms will be sent to you for execution within the next few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

cr
Enc.

Secretary

cc - Mr. H. G. Smith
Mrs. Goldie Lewis
Mr. S. H. Probert

L. R. White, Assistant Commissioner
State Industrial Accident Commission
Building

S+C

Files

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

February 16, 1948
4:25 p.m.

E. G. Hall Co.
Route 6, Box 690
Portland 1, Oregon

State Highway Commission awarded you today contract for Elgin-Boswell Ranch Section of Wallowa Lake Highway in Union County based on your low bid submitted February 3, 1948. Contract forms follow shortly.

E. B. Glaeser, Secretary
OREGON STATE HIGHWAY COMMISSION

dr
Charge
Salem, Oregon

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
FEB 16
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

F. O. BOX 3900
PORTLAND 8, OREGON

F-5(4)

February 16, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your telegram of today requesting concurrence in award of contract and advising that all required rights of entry are acquired, we hereby concur in award of contract today to E. C. Hall Co., Portland, Oregon, who submitted the low bid for the construction of Oregon Project F-5(4), Elgin - Boswell Ranch Section of the Wallowa Lake Highway.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 18 1948
OREGON
STATE HIGHWAY COMMISSION

Charge to the account of

$

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS, CHAIRMAN OF THE BOARD

JOSEPH L. EGAN, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
FEBRUARY 16, 1948

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
201 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST CONCURRENCE IN AWARD TODAY CONTRACT ELGIN-BOSWELL RANCH PROJECT TO E. C. HALL CO. OF PORTLAND. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
F 5(4)

January 19, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-5(4), Elgin - Boswell Ranch Section of the Wallowa Lake Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

It will be necessary for us to withhold contract award until right-of-entry has been obtained in the case of all unacquired right-of-way.

Very truly yours,

NOTED
W. C. WILLIAMS

T. M. DAVIS
District Engineer.

By [illegible]

RECEIVED
MAY 9 - 1949
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

F-5 (4)
2978
1720

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 14, 1947

COPY

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

With reference to the wye connection to the county road at Station 1547+50, Oregon Project F-5 (4), Elgin-Boswell Ranch Section, we intend to make a simple wye without islands or other traffic interchange.

I cannot explain why the locator stressed it so, with odd degree curves, but it seemed to be to avoid acquiring additional right of way.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:ER

STATE H

ASSIGNMENT No. 172

WCW

...TION: Lot. 11/13 from A.M.D. via, PRA, re. county road ... ...ssection at Sta. 1547 plus 50 on Ore. Project F-5(4), Klam... Bagwell Ranch.

DATE: 11/14/47 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☒ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: Mr. Smith replied direct

REMARKS: 11-14-47 me

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

November 13, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the County Road "Y" connection shown at Station 1547+50 in the plans for Oregon Project F-5(4), Elgin-Boswell Ranch.

Because of this unusual connection and in the absence of any indicated roadbed section or quantities, it appears questionable as to whether construction of the "Y" is actually intended.

Clarification of the matter is requested.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
NOV 14 1947

RECEIVED
NOV 14 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1948
FOR FILING
F5(4)

November 5, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, three copies of summary of Federal-aid work and four copies of right of way statement, to accompany plans and specifications for the Elgin-Boswell Ranch Section, Project No. F-5 (4).

One set of blueprint plans and six bid proposals are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWB:GS
Encl.

Oregon State Highway Department — Federal Aid Project No. F-5 (4)

MAIN-ROSEBURG BRANCH SECTION OF THE MALLOLLA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 5, 1947

Roadway (Sta. 1395+00 to 1635+00)

All Required		Clearing and Grubbing			$ 3,000.00
400	cu. yds.	Structural Excavation, Unclassified		$ 3.00	1,200.00
900	cu. yds.	Trench Excavation, Unclassified		3.00	2,700.00
170,000	cu. yds.	General Excavation, Unclassified		0.65	110,500.00
440,000	yd. stas.	Short Overhaul		0.02	8,800.00
7,500	C-yd. stas.	Long Overhaul		0.50	3,750.00
6.25	miles	Finishing Roadbed and Slopes		600.00	3,750.00
35,000	lin. ft.	Rounding Cutbanks		0.15	5,250.00
680	lin. ft.	18" Corr. Metal Pipe		3.00	2,040.00
200	lin. ft.	24" Corr. Metal Pipe		4.50	900.00
50	lin. ft.	36" Corr. Metal Pipe		8.00	400.00
150	lin. ft.	48" Extra Strength Corr. Metal Pipe		12.00	1,800.00
110	lin. ft.	12" Concrete Pipe		2.00	220.00
40	lin. ft.	18" Concrete Pipe		3.00	120.00
16	lin. ft.	30" Concrete Pipe		6.00	96.00
740	lin. ft.	Salvaging Culvert Pipe		1.50	1,110.00
70	cu. yds.	Class "A" Concrete		50.00	3,500.00
9,500	lbs.	Metal Reinforcement		0.12	1,140.00
28,000	cu. yds.	1½" - 0" Rock in Subbase		2.40	67,200.00
16,000	cu. yds.	4" - 2" Rock in Base		2.40	38,400.00
10,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders		2.40	24,480.00
1,500	M-gals.	Sprinkling		2.50	3,750.00
6.25	miles	Preparation of Base		200.00	1,250.00
4,100	cu. yds.	Furnishing and Placing Aggregates		3.75	15,375.00
320	tons	Furnishing and Placing 151-200 Asphalt		37.00	11,840.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt		37.00	2,960.00
			Subtotal		$315,532.00
			10% Engr. & Cont.		31,553.10
			Total		$347,084.10

Length of Roadway 6.291 miles
Cost per mile $ 55,524.57

Federal Aid Funds	$150,000.00
State Funds	197,034.10
	$347,034.10

Oregon State Highway Department — Federal Aid Project No. F-5 (4)

MAIN-ROSEBUD RANCH SECTION OF THE HALLOWA LAKE HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 5, 1947

Roadway (Sta. 1305+00 to 1637+00)

All Required		Clearing and Grubbing		$ 3,000.00
400	cu. yds.	Structural Excavation, Unclassified	$ 3.00	1,200.00
900	cu. yds.	Trench Excavation, Unclassified	3.00	2,700.00
170,000	cu. yds.	General Excavation, Unclassified	0.65	110,500.00
440,000	yd. stas.	Short Overhaul	0.02	8,800.00
7,500	C-yd. stas.	Long Overhaul	0.50	3,750.00
6.25	miles	Finishing Roadbed and Slopes	600.00	3,750.00
35,000	lin. ft.	Rounding Cutbanks	0.15	5,250.00
680	lin. ft.	18" Corr. Metal Pipe	3.00	2,040.00
200	lin. ft.	24" Corr. Metal Pipe	4.50	900.00
50	lin. ft.	36" Corr. Metal Pipe	8.00	400.00
150	lin. ft.	48" Extra Strength Corr. Metal Pipe	12.00	1,800.00
110	lin. ft.	12" Concrete Pipe	2.00	220.00
40	lin. ft.	18" Concrete Pipe	3.00	120.00
16	lin. ft.	30" Concrete Pipe	6.00	96.00
740	lin. ft.	Salvaging Culvert Pipe	1.50	1,110.00
70	cu. yds.	Class "A" Concrete	50.00	3,500.00
9,500	lbs.	Metal Reinforcement	0.12	1,140.00
28,000	cu. yds.	1½" - 0" Rock in Subbase	2.40	67,200.00
16,000	cu. yds.	4" - 2" Rock in Base	2.40	38,400.00
10,200	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.40	24,480.00
1,500	M-gals.	Sprinkling	2.50	3,750.00
4.25	miles	Preparation of Base	200.00	1,250.00
4,100	cu. yds.	Furnishing and Placing Aggregates	3.75	15,375.00
320	tons	Furnishing and Placing 150-200 Asphalt	37.00	11,840.00
80	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	37.00	2,960.00
			Subtotal	$315,531.00
			10% Engr. & Cont.	31,553.10
			Total	$347,084.10

Length of Roadway	6.231 miles
Cost per mile	$ 55,524.57

Federal Aid Funds	$150,000.00
State Funds	197,084.18
	$347,084.18

ELOIN-ROSKELL RANCH SECTION

PROJECT NO. F-5 (4)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary rights of way can be made fully available within fourteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

November 5, 1947

SUMMARY OF FEDERAL AID WORK

ELGIN-ROSWELL RANCH SECTION

PROJECT NO. F-5 (4)

Former		Present			Length	
Section	Type Code	Type Code	Rdwy. Width	Sta. to Sta.	Former	Present
NRM 5	2010	5231	20	1305+00 (1278+84.9 NRM 5) to 1308+65.1 (1282+50 NRM 5) (1282+80 FAP 5)	.069	.069
FAP 5	0010	5231	20	1308+65.1 to 1635+00 (1643+60 FAP 5)	6.658	6.251

4-8302 Elsie Rock Prod. Proj., Sunset & Fishhawk Falls Hwy. 1948

#2979

4-8302
2979

RECEIVED
JAN 19 19
FOR FILING

R. H. Baldock

December 2nd, 1948

FINAL COST ANALYSIS

Elsie Rock Production
Contract No. 2979

Jed Wilson, Contractor
L. D. Mars, Resident Engineer

Sunset & Fishhawk Highways
Prefix 4-8302

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3"-0" Cr. Rock in S.P.	529.3	Cu. Yd.	$1.81	$1.94	$958.86	$1,026.84
1½"-3/4" Cr. Rock in S.P.	1,428.2	" "	1.81	1.94	2,590.55	2,770.71
3/4"-½" " " " "	3,502.8	" "	1.81	1.94	6,345.57	6,795.43
½"-¼" " " " "	3,212.4	" "	1.81	1.94	5,819.49	6,232.06
¼"-0" " " " "	2,377.6	" "	1.81	1.85	4,307.19	4,398.56
Hauling Crushed Rock	37,638.1	Yd. Mi.	0.115	0.13	4,328.38	4,892.95
PA #1: 1½"-3/4"	411.3	Cu. Yd.	1.81	1.94	745.10	797.92
3/4"-0"	919.1	" "	1.81	0.75	1,665.01	689.33
S.P. Rejects	252.9	" "	0.25	0.25	63.23	63.23
1¼"-0" Sold to Clatsop Co.	2,000	" "	2.42	2.50	4,844.54	5,000.00
					$31,667.92	$32,667.03

Gross Revenue	$32,667.03
Total Cost	31,667.92
Net Profit	$999.11

Net Profit Equals 3.1% of Gross Revenue

RECEIVED

Elsie Rock Production

Detail of Cost

Labor:		
Supervision & Labor	$11,114.95	
State Industrial Accident Insurance	333.45	
Unemployment Insurance	185.15	
Social Security	114.95	
		$11,748.50
Equipment Rental & Miscellaneous Expense:		
Equipment Rental, Owned	$1,795.00	
" " , Hired	4,757.65	
Hired Trucks, Fully Operated	7,020.65	
Gas, Oil and Grease	1,635.44	
Move In, Freight & Cartage	477.02	
Explosives	1,822.46	
Miscellaneous Supplies, Drill Steel & Repairs	1,380.70	
Office & Overhead	816.67	
Bond & Insurance	213.85	
		19,919.42
Total Cost		$31,667.92

Elsie Rock Production

Breakdown of Crushed Rock Costs

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$3,566.94	14,380.7	Cu. Yd.	$0.248
Drill and Shoot	4,646.14	"	" "	0.323
Load in Quarry	2,678.44	"	" "	0.186
Haul to Crusher	2,718.01	"	" "	0.189
Crushing	10,744.95	"	" "	0.747
Overhead and Proratable Expense	954.60	"	" "	0.066
	$25,309.08	14,380.7	Cu. Yd.	$1.759

Average Production - 32.3 Cu. Yd. per Hour

Elsie Rock Production

Remarks:

This contract, which required the crushing and stockpiling of maintenance rock for the Sunset and Fishhawk highways, was bid and awarded on March 11th, 1948. The contractor started the work on April 5th, and completed the contract on June 26th, 1948.

The contractor used the specified state quarry adjacent to M.P. 24.56 on the Sunset Highway. The rock was shot by the coyote hole method and two holes were drilled in the quarry. The contractor had planned to secure sufficient rock for the job from the first hole which was loaded with 7,000 lbs. of powder but the shot loosened only 8,000 yards.

The rock was loaded with a 3/4-yard shovel and two trucks hauled to the plant. The rented crushing plant contained a 20" x 36" Universal jaw primary crusher and two 36" Telesmith recrushers. The plant was operated two 7½-hour shifts per day and during 445 hours of actual operating time a total of 14,380 cu. yd. was produced at an average of 32 yards per hour. The crushed rock was hauled to the stockpile by hired trucks.

Drilling and shooting costs were high and the use of rented crushing equipment also helped to hold the contractor's profit to a very small margin for the work.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
JAN 8 - 1949
FOR FILING

4-8302

2979

January 5, 1949

Mr. D. E. Gordon
Forest Grove, Oregon

Dear Sir:

In reply to your letter of January 3 regarding erected materials stockpiled on the Fishhawk Rock Crusher job it is assumed that you have reference to the contract of Jed Wilson covering rock production on the Elsie Section of the Sunset and Fishhawk Falls Highways in Clatsop County Contract No. 2979. Our records indicate that the quantities stockpiled under this contract and the location of the stockpiles are as follows:

M.P.		Cu. Yds.
17.56	Sunset Highway	3,865.3
23.11	" "	7,054.0
24.56	" "	1,330.4
	Total	12,249.7

Very truly yours,

E. E. Baldock
State Highway Engineer

By

S. H. Prebert
Office Engineer

MCW:md

Dept. Jan. 3, 1949

em, Ore. Forest Supervisor

Dear Sir:

I am writting you about the Fish hawk rock Crushing Job, that Wilson Rock Crusher did for you, this last summer.

I had the hauling and stock-piling Contracted from Wilson.

I Can't get the final Measure from him so am writting you for it.

I would like to have the figures on each pile and at which mile post it was piled if that is possible. So I Could get settled up with Wilson for the job. Thank you Very much for the trouble. Yours truly

City Housing #5 Forest Supervisor

RECEIVED
DEC 28 1948
FOR FILING

14-8302

2979

December 27, 1948

Hartford Accident and Indemnity Co.
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that State Highway Contract No. 2979 for work on the Elsie Section of the Sunset and Fishhawk Falls Highway in Clatsop County, has been completed by the contractor Jod Wilson, and that post-final payment in the amount of $179.21 will be made on or after January 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $27,846.24 and that no force account work was performed therein. This contract was completed on June 26, 1948 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Hartford Accident & Indemnity Co.
Jaggar & Belden, Agents
601 Broadway
Seaside, Oregon

NOTED ON CARD

12-27-48 gl

RECEIVED
AUG 17 1948
FOR FILING

4-9303J

August 16, 1948

Hartford Accident and Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No. 2971 covering the Klein Rock Production Project on the Sunset and Fisherman Falls Highways, in Clatsop County, has been completed by the contractor, Joel Wilson, and that final payment in the amount of $630.01 will be made on or after August 26, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $27,667.03, and that no force account work was performed therein. This contract was completed on June 26, 1948 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jagger & Baldon, Agent
601 Broadway
Seaside, Oregon

NOTED ON CARD

8-16-48 gl

RECEIVED
JUL 29 1948
FOR FILING

4-83021

2979

July 27, 1948

Hartford Accident and Indemnity Company
Hartford 15
Connecticut

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Jed Wilson, on contract No. 2979, covering the Klein Rock Protection Project on Sunset and Fishhawk Falls Highways in Clatsop County. This payment, in the amount of $13,951.77, will be made on or after August 6, 1948. The retained percentage is $830.01.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Jagger & Baldwin, Agent
601 Broadway
Seaside, Oregon

NOTED
H. B. GLAISYER

NOTED ON CARD

7-27-48 GP

Form E-1—5M—8-47

4-8302

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Elsie Rock Production — For Week Ending July 5, 19 48

Highway Sunset and Fishhawk Falls — Kind of work Crushed rock in stockpiles

Contractor Jed Wilson — Section prefix 4-8302

Date of Contract March 11, 19 48 — Contract number 2979

Date work started April 5, 19 48 — Date of completion September 30, 19 48

Amount of contract . . . . . $ 25,297.00 — Estimated date of completion July 15, 19 48

Estimated cost of completed project, exclusive of engineering . . . . . $ 25,297.00 — Per cent of time elapsed ____%

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 850, ____% — Date project was completed ____, 19____

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Mon. Two men to Elsie Rock Production remeasuring stockpiles. Two men in office computing quantities on Circle Bridge--Summit Section

Tues. Three men to Stillwell Bridge remeasuring earth work in approaches. Two men in the office computing.

Wed. Crew in office computing yardage in Stockpiles Elsie Rock Production and Stillwell Bridge.

Thurs. Remeasyred two piles for Hytonen at shops. Staked three piles at M.P. 124.86 Oregon Coast Highway.

Fri. Description for Easement on Banks property. Crew computing Stockpiles and Stillwell Bridge yardage.

I was able to return to work Thursday.

RECEIVED JUL - 6 1948 DIVISION ENGINEER DIVISION NO. 2

RECEIVED JUL - 8 1948 OFFICE OF CONSTRUCTION ENGINEER

RECEIVED JUL 6 1948 H.W. LIBBY

NOTED

Signed L. D. Mars

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED

E. M. BOOTH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels....., Power graders....., Rollers....., Mixers....., Crushing or screening plants.....

Compressors....., Bulldozers....., Sheep-foot rollers.....,....., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	clear		
Tuesday	clear		
Wednesday	clear		
Thursday	clear		
Friday	clear		
Saturday			

RECEIVED
APR 6 1948
FOR FILING

4-8302

Files

April 2, 1948

Mr. Jed Wilson
Hamlet Route
Seaside
Oregon

Dear Sir:

We enclose herewith two fully executed copies of contracts which were awarded to you on March 11, 1948 by the State Highway Commission, as follows:

Contract No. 2979, covering the Klein Rock Production Project on the Sunset and Fishhawk Falls Highway, in Clatsop County.

Contract No. 2980, covering the Klaskanine Summit-Jewell Section of the Nehalem Secondary Highway, in Clatsop County.

These copies are for your records and files.

An executed copy of the above contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
attachment 1

Recorded

RECEIVED
MAR 16 1948
FOR FILING

4-8202
A 2977

March 15, 1948

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Dear Mr. Wilson:

The State Highway Commission on March 11, awarded you the contracts for the Elsie Rock Production Project on the Sunset and Fishhawk Falls Highways and the Klaskanine Summit-Jewell Rock Production Project on the Nehalem Secondary Highway, both in Clatsop County. These awards were based on your low bids of $25,297.00 and $29,200.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

4-8303 Klaskanine Summit-Jewell Rock 1948
Prod. Proj., Nehalem Secon. Hwy.
#2980

RECEIVED
JAN 13
FOR FILING

4-8303

2980

January 12, 1949

Mr. D. W. Gordon
City Housing #5
Forest Grove, Oregon

Dear Sir:

Reference is made to your letter dated January 11, 1949. Your description does not fit mile posts of any job which Jed Wilson had under contract with the Highway Department. The Klaskanine Summit-Jewell Section, Contract No. 2980, begins at Jewell and runs toward Astoria on the Nehalem Secondary Highway stockpiles being located from M.P. 16.03 to 27.39.

Quantities and locations of stockpiles on this job are as follows.

Mile Post	1½" - 3/4"	3/4" - ½"	½" - ¼"	¼" - 0"
16.03	-	256.7	232.9	150.3
19.45	-	-	-	217.2
19.60	-	312.4	112.4	-
20.75	83.1	-	539.7	-
20.84	-	252.0	-	217.1
23.86	299.0	1,007.0	1,618.9	1,372.0
27.39	429.2	1,110.8	1,267.5	319.0
	811.3	2,938.9	3,751.4	2,275.6

Total quantities stockpiled under this contract were 9,777.2 cu.yds. Mr. Wilson has had only two contracts, 2979 and 2980, in the vicinity recently.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

DHP:cw

...way Comm. Jan 11, 1949
...alem, Ore. Forest Grove, Ore

Field Visit on Contract 2979

Dear Sir:

In reply to your answer of my letter of Jan. 3.

Thank you for your answer, but you have the wrong job figures.

I would like the figures on the job at ~~Fort~~ Fishhawk Falls near Jewell, Oregon.

The rock I was piled from the Jewell store toward Astoria and the last stock pile was at mile post 19.05 toward Astoria from Jewell.

Wilson tells me that the job fell a way short of the Contract but I was there when the piles were measured and the engineer told me they were almost all running over from 75 to 125 yds.

Thank you once more.

Yours Truly
D. W. Lyon
City Manager Forest Grove

RECEIVED
DEC 28 1948
FOR FILING

4-1303

2980

December 27, 1948

Hartford Accident & Indemnity Co.
Hartford 15,
Connecticut

Gentlemen:

This is to advise you that State Highway Contract No. 2980 for work on the Klaskanine Summit-Jewell Section of the Nehalem Secondary Highway, in Clatsop County, has been completed by the contractor, Jed Wilson, and that revised final payment in the amount of $1,112.58 will be made on or after January 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $28,923.43 and that no force account work was performed therein. This contract was completed on September 24, 1948 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Hartford Accident & Indemnity Co.
Jaggar & Baldon, Agents
601 Broadway
Seaside, Oregon

NOTED ON CARD
12-27-48 gl

RECEIVED
DEC 2 1948
FOR FILING

4-8303

2980

December 2, 1948

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No.2980 for work on the Klaskanine Summit-Jewell Section of the Nehalem Secondary Highway, in Clatsop County, has been completed by the contractor, Jed Wilson, and that final payment in the amount of $860.13 will be made on or after December 13, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $28,670.98, and that no force account work was performed therein. The above construct was completed on September 24 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: Jaggar & Baldwin
401 Broadway
Seaside, Oregon

NOTED ON CARD
12-2-48

RECEIVED
DEC 1 1948
FOR FILING

4-8303

2980

November 30, 1948

Mr. Jed Wilson
Hamlet Route
Seaside, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 100 days, from June 30 to October 8, 1948, within which to complete your contract No. 2980 for the Klaskanine Summit-Jewell Section of the Nehalem Secondary Highway in Clatsop County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. B. Knox,
Division Engineer

E. G. Smith

NOTED ON CARD

11-30-48 gl

RECEIVED
NOV 16 1948
FOR FILING

4-8303
2980

November 15, 1948

Mr. D. W. Gordon
City Housing #6
Forest Grove, Oregon

Dear Sir:

We have checked with our office engineering department and find the final estimate for the Fishhawk Falls rock job has been checked and ready for the voucher to be written.

It will probably be about a month before the voucher is written, signed, and the final payment made. The payment has been made on all of the final amount except approximately three per cent.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/gd

& Highway Dept. 11-13-48
Salem, Ore.

Dear Sirs: 2480 10-28

I am writting you in regard to the State stockpile job at Fishhawk Falls, near Jewel, Oregon.

I had the hauling and stock-piling sub-Contracted from Jed Wilson at Seaside, and I was wondering why you had never sent him the finnal measure on the job, it was finished on Sept. 23.

I need my money but Can't get paid from Wilson Rock Crusher till you sent finnal measure on job.

Please let me hear from you thank you.

Yours truely
D. W. Gordon
City Howard #5
Forest Grove, Ore.

8 1

RECEIVED
OCT 22 1948
FOR FILING

4-8303

#2940

October 19, 1948

Request for extension of time
No. 13
November 3 and 4 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Joe Wilson for an extension of time from June 30, 1948 to October 8, 1948 on the Klamath Prestressing Project, Contract No. 2980.

Mr. Wilson was awarded two contracts in this immediate vicinity, one which had a completion date of September 30 and this project which had a completion date of June 30. However, at the request of the division engineer, in order to expedite our painting schedules, the contractor completed the other unit first and this contract afterward. Since it was of convenience to the State to have this exchange made, I would recommend that this request be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
OCT 13 1948
FOR FILING
4-8303
298

October 13, 1948

Hartford Accident & Indemnity Co.
Hartford 15
Connecticut

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Joe Wilson, on contract No. 2980, covering rock production on the Klaskanine Summit-Jewell Section of the Nehalem Secondary Highway in Clatsop County. This payment, in the amount of $6,629.75, will be made on or after October 23, 1948. The retained percentage is $660.13.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jagger & Baldwin
601 Broadway
Seaside, Oregon

NOTED ON CARD
10-13-48, gl

Form E-1—SM—4-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 2, 19 48

Section Klaskanine Summit - Jewel

Highway Nehalem Secondary

Contractor Jed Wilson

Date of contract March 11, 19 48

Date work started June 18, 19 48

Amount of contract . . . . . $ 32,120.00

Kind of work Rock Production

Section prefix 4-8303

Contract number 2980

Date of completion June 30, 1948

Estimated date of completion October 2, 1948

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 30,362.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $1990.00, 100 %

Date project was completed October 2, 19 48

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed contract on September 24.

Survey crew completed remeasuring on September 29.

Final Estimate mailed ~~September~~ October 1.

H.W. 1

RECEIVED
OCT 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
OCT 1948
DIVISION ENGINEER
DIVISION 2

NOTED
E. M. [illegible]TH

Signed L. D. Mars L. D. Mars

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers .....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

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APR 6 1948
FOR FILING

H-8303

April 2, 1948

Mr. Jed Wilson
Hamlet Route
Seaside
Oregon

Dear Sir:

We enclose herewith two fully executed copies of contracts which were awarded to you on March 11, 1948 by the State Highway Commission, as follows:

Contract No. 2979, covering the Rhein Rock Production Project on the Sunset and Fishhawk Falls Highway, in Clatsop County.

Contract No. 2980, covering the Klaskanine Summit-Jewell Section of the Nehalem Secondary Highway, in Clatsop County.

These copies are for your records and files.

An executed copy of the above contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
Attachment 1

8-4207 Clean and paint 4 bridges, Winchuck River, Chetco River, Floras Creek &
2981 Sixes River--Oregon Coast Hwy. 1948

RECEIVED
FEB 2 1949
FOR FILING

8-4207
-298-

February 1, 1949

Anderson Painting Co.
1711-14 Center St.
Tacoma 3, Wash.

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 21 days, from October 31 to November 21, 1948, within which to complete your contract No. 4961 covering painting Curry County Bridges on the Oregon Coast Highway.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ei

cc: K. D. Lytle,
Division Engineer

O. S. Paxson

NOTED ON CARD
2-1-49 gk

RECEIVED
JAN 18 1940
FOR FILING

E-4207

2981

January 18, 1940

General Casualty Co.of America
Edna M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Madam:

This to advise you that State Highway Contract No.2961, for painting four bridges on the Oregon Coast Highway in Curry County, has been completed by the contractor, Antonsen Painting Company, and that final payment in the amount of $357.00 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $11,900.00, and that no force account work was performed on the job. This contract was completed November 30, 1939 but has not as yet been accepted by the Commission. We anticipate that the above contract will be accepted by the Commission at its meeting to be held next week.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD

RECEIVED
JAN 12 1940
FOR FILING
I-4207
2981

January 7, 1940

Request for extension of time
No. 3
January 25 and 26 working

State Highway Commission

Gentlemen:

Re: Time extension on Curry County
Bridge Painting, Contract No. 2981

Herewith copy of a request for an extension of time in the amount of 31 days, from October 25, 1939 to December 25, 1939, for the completion of the painting on the Curry County Bridges, Anderson Painting Company, contractors.

Our records show that the contractor made every effort to complete the work on time, and worked on the work on all days that were suitable. In view of this, I would recommend that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CHP:gm
cc H. B. Gleitsmann
R. H. Baldock
W. C. Williams
G. S. Paulson
W. A. Reeves

RECEIVED
DEC 31 1948
FOR FILING

8-4207

2981

December 30, 1948

General Casualty Co. of America
Edna M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Madam:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Antonsen Painting Co., on contract No. 2981, covering painting bridges on the Elsaras Creek, Sixes River, Chetco & Winchuck Rivers Section of the Oregon Coast Highway in Curry County. This payment, in the amount of $3,929.00 will be made on or after January 10, 1949. The retained percentage is $357.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - General Casualty Co. of America
General Insurance bldg.
Seattle 5, Washington

NOTED ON CARD
12-30-48

RECEIVED
APR 8 1948
FOR FILING

F-4207

Aprile 2, 1948

Antonsen Painting Co.
1711-14 Center St.
Tacoma 3
Washington

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2981, which was awarded to you on March 11, 1948 by the State Highway Commission, covering painting of the Curry County Bridge on the Oregon Coast Highway. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
attachment 1

Recorded

RECEIVED
MAR 16 1948
FOR FILING

8-4207

F. 2981

March 15, 1948

Antonsen Painting Company
1711-17 Center Street
Tacoma 3, Washington

Gentlemen:

The State Highway Commission on March 11, awarded you the contract for cleaning and painting four bridges on the Oregon Coast Highway in Curry County. This award was based on your low bid of $11,900.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Penson

S-55(1) Athena Jct.-Gerking School Sec., Athena-Holdman Hwy. 1948

#2982

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FOR FILING

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OREGON STATE HIGHWAY COMMISSION

March 21, 1950
(Date)

1982 (Contract No.) 13-final (Est. No.) T. W. Thomas (Contractor)

Vou. No: 3264

Warrant No: 370570

Amt: $ 5,659.17

Date: 3/20/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

[redacted]:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: MAR 22 1950

NOTED ON CARD
3-28-50 gr

OREGON STATE HIGHWAY COMMISSION

March 21, 1950
(Date)

2982	13-final	T. W. Thomas
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
3264	370570	5,659.17	5,659.17

Project

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION
a.a.b.

Specified completion date: June 30, 1949

Completed: July 19, 1949

Contract Accepted: March 21, 1950

Time Extensions: Extended to July 19, 1949

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-27-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

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MAR [illegible] 50

FOR FILING

March 14th, 1950

FINAL COST ANALYSIS

Campbell Ranch-Cerkin School Section — Athens-Holdman & Havana-Helix Secondary

Contract #2982 — Grade, Surface & Oil — Prefix 130-1026-201(41)

T. W. Thomas, Contractor

W. S. Hodge, Resident Engineer

855 - 51

NOTED

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$254.04	$1,500.00
Struct. Exc., Unclass.	344.2	Cu. Yd.	2.38	3.00	819.98	1,032.60
Trench " , "	124.8	" "	0.74	2.00	92.01	249.60
Gen'l. " "	122,846.9	" "	0.224	0.28	27,568.09	34,397.13
Short Overhaul	163,094.1	Yd. Sta.	0.016	0.02	2,569.30	3,261.88
Long "	631.7	C-Yd. Sta.	0.39	0.50	248.79	315.85
Finishing R/B & Slopes	9.29	Mile	179.96	200.00	1,671.85	1,858.00
Rounding Cutbanks	29,530	Lin. Ft.	0.03	0.10	755.44	2,953.00
18" Corr. Metal Pipe	1,684	" "	2.84	3.25	4,784.17	5,473.00
24" " " "	122	" "	4.21	5.00	513.82	610.00
48" " " "	10	" "	11.89	15.00	118.89	150.00
18" Concrete Pipe	12	" "	3.27	3.75	39.29	45.00
24" " "	51	" "	4.64	5.50	236.80	280.50
30" " "	24	" "	4.95	6.50	118.75	156.00
36" " "	27	" "	5.82	8.50	157.01	229.50
Salvaging Culvert Pipe	529	" "	0.61	1.00	325.10	529.00
2"-0" Rock in Base	26,815	Cu. Yd.	2.06	2.22	53,193.72	59,529.30
3/4"-0" Rock in Base and Shoulders	9,370	" "	2.36	2.37	21,132.12	22,206.90
Sprinkling	2,656	M/Gal.	1.71	3.50	4,540.49	9,296.00
Preparation of Base	9.29	Mile	128.27	200.00	1,191.63	1,858.00
Furn. & Place Aggregates	4,152	Cu. Yd.	3.17	3.85	12,700.96	15,985.20
" " " 151-200 Asphalt	351.35	Ton	36.87	39.50	12,954.78	13,878.33
Furn. & Place RC-3 Asphalt	115.02	"	38.27	41.00	4,402.06	4,715.82
3/4"-½" Cr. Rock in Stockpile	1,137.2	Cu. Yd.	1.98	2.06	2,132.25	2,342.63

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
½"-¼" Cr. Rock in Stockpile	1,646.8	Cu. Yd.	$1.98	$2.06	$3,087.75	$3,392.41
¼"-0" Cr. Rock in Stockpile	696	" "	1.98	2.06	1,305.00	1,433.76
PA #1, Extra for Installing 18" Pipe Under R.R. Track	All				26.50	75.00
PA #2, Purchase Excess 151-200 Asphalt in Barrels	22.2	Ton	30.26	30.50	671.77	677.10
PA #3, Purchase Excess 18" Corr. Metal Pipe	48	Lin. Ft.	2.11	2.11	101.28	101.28
PA #3, Purchase Excess 48" Corr. Metal Pipe Bands	1	Each	8.55	8.55	8.55	8.55
SP Screen Rejects in Stockpile	861.3	Cu. Yd.	0.25	0.25	215.33	215.33
SP Haul Adj., Rock in Stockpile Favor of State	- 726.58	Yd. Mi.		0.10		- 72.66
SP Haul Adj., Rock on Road, Favor of State	- 814	Yd. Mi.		0.10		- 81.40
Force Account					124.32	157.75
Crushed Rock Sold to Umatilla County	3,080	Cu. Yd.	1.34	1.20	3,791.48	3,696.00
Crushed Rock Sold to Newport Construction Company	1,990	" "	1.34	0.50	2,449.69	995.00
Crushed Rock Sold to Various Towns	6,300	" "	2.14	2.38	12,820.50	14,994.00
					$177,123.51	$208,445.36

	Revenue	Cost	Profit	% Profit
T. W. Thomas	$94,036.65	$70,761.88	$23,274.77	24.8%
P. B. Doherty & Son	85,659.96	81,604.63	4,055.33	4.7%
J. C. Compton Company	28,748.75	24,757.00	3,991.75	13.9%
T o t a l	$208,445.36	$177,123.51	$31,321.85	15.0%

Detail of Cost

T. W. Thomas

Labor:

Supervision	$3,677.49	
Labor	16,890.39	
State Industrial Accident Insurance	410.17	
Social Security	205.08	
Unemployment Insurance	615.23	
		$21,738.36

Materials:

Corrugated Metal Pipe:

18"	1,732 lin. ft. at	$2.11	$3,654.52
18" Bands	93 each "	3.12	290.16
24"	122 lin. ft. "	3.26	397.72
24" Bands	7 each "	3.93	27.51
48"	10 lin. ft. "	8.75	87.50
48" Bands	2 each "	8.55	17.10
Tar for Patching Breaks in Pipe			1.62

Concrete Pipe:

18"	12 lin. ft. at	$1.95	$23.40
24"	51 " " "	2.67	64.08
30"	24 " " "	3.72	89.28
36"	12 " " "	4.50	54.00
36"	15 " " "	5.37	80.55
			4,787.44

Equipment Rental & Miscellaneous:

Equipment Rental		
Rented Trucks (Includes Gas, Oil, Grease and Drivers)	$21,806.33	
Gas, Oil and Grease	12,879.55	
Freight & Cartage	5,077.16	
Small Tools & Miscellaneous	1,155.00	
[redacted]	659.00	
Home Office & General Overhead	934.04	
	1,725.00	
		44,236.08

Total Cost $70,761.88

Detail of Cost

J. C. Compton Company, Subcontractors

Labor:

Supervision	$464.40	
Labor	5,043.48	
State Industrial Accident Insurance	174.24	
Social Security	58.08	
Unemployment Insurance	174.24	
		$5,914.44

Materials:

151-200 Asphalt	373.55 Tons at $22.10	$8,255.45	
RC-3 Asphalt	108.53 " " 23.00	2,496.19	
" "	6.49 " " 32.85 (Inc. Freight)	213.20	
Freight on 151-200	373.55 Tons at 6.66	2,486.44	
" " RC-3	108.53 " " 6.66	722.43	
			14,173.71

Equipment Rental & Miscellaneous:

Equipment Rental	$2,118.40	
Rented Equipment	22.50	
Gas, Oil and Grease	1,139.05	
Stove Oil	202.33	
Water	27.00	
Bond	210.57	
Small Tools & Misc.	324.00	
Home Office & General Overhead	625.00	
		4,668.85

Total Cost $24,757.00

Breakdown of Crushing Costs

Unit	Cost	Amount	Unit Cost 2" - 0"	Unit Cost 3/4" - 0" Mineral Agg. & S. P. Material
Move In & Set Up (2 Set-ups)	$11,428.61	55,187 Cu. Yd.	$0.207	$0.207
Strip Pits	613.12	" " "	0.011	0.011
Drill & Shoot	17,659.14	" " "	0.320	0.320
Lead to Crusher	12,321.44	" " "	0.223	0.223
Crush (2" - 0")	11,876.33	26,815 " "	0.443	
Crush (3/4" - 0" Mineral Agg. & S. P. Material)	20,513.45	28,372 " "	———	0.723
	Cost in Bunker		$1.204	$1.484
S. P. 2" - 0" at Plant and part of Private Sales	1,225.90	45,407 Cu. Yd.	$0.027	$0.027
Total Cost of 2" - 0", 3/4" - 0" piled at plant, material purchased by Umatilla County, Newport Construction Co. and mineral aggregates piled at plant			$1.231	$1.511
	Cost in Bunker			$1.484
S. P. Material and material sold to towns	$1,168.47	9,780 Cu. Yd.		0.120
Total Cost of S.P. Material and material furnished towns				$1.604
Haul to Stockpile: Mineral Aggregates and Stockpile Material	$2,064.72	7,632 Cu. Yd.		$0.271
Haul to Various Towns	$2,716.70	6,300 Cu. Yd.		$0.431

Detail of Cost

P. B. Doherty & Son, Subcontractors

Labor:

Supervision	$5,350.00	
Labor	17,586.55	
State Industrial Accident Insurance	1,050.55	
Social Security	172.47	
Unemployment Insurance	362.21	
		$24,521.78

Equipment Rental & Miscellaneous:

Equipment Rental	$32,699.74	
Rented Equipment	788.00	
Rented Trucks	3,595.79	
Gas, Oil and Grease	4,862.00	
Explosives	3,951.32	
Freight and Cartage	5,474.86	
Small Tools & Misc.	3,049.98	
Interest	284.47	
Bond	481.69	
Home Office & General Overhead	1,895.00	
		57,082.85

Total Cost $81,604.63

Remarks:

This was a "Federal Aid Secondary Project" calling for the regrading, rocking and oiling of 9.29 miles of highway on the Athena-Holdman Secondary Highway. The project was bid and awarded March 11th, 1948, work was started June 21st, and completed July 19th, 1949.

All crushing items were subcontracted to P. B. Doherty & Son and all oiling items to J. C. Compton. The prime contractor, T. W. Thomas, handled all grading items and the placing of the 2" - 0" base and 3/4" - 0" key materials.

Work was started by the crushing contractor June 21st, 1948. Progress was very slow on the drilling of the quarry and the setting up of the crusher, and actual crushing operations did not get under way until August 24th, on the first setup. Crushing progressed very well after starting, the 2" - 0" and 3/4" - 0" being crushed and stockpiled at the plant. All materials were conveyed to the pile by belt conveyors, eliminating the use of trucks entirely. Materials were fed to the crusher by dozer and shovel, but the cost of feeding was substantially the same as it would have been if shovel and trucks were used. All waste materials were given to Umatilla County who obtained the materials from the waste bunkers and provided a further saving to the crushing contractor. Crushing was completed from the first setup October 29th, and the plant was immediately torn down and moved to the second setup. Progress on setting up was again slow, and crushing did not get under way until December 2nd. Crushing was slower from this setup than from the first due to the quarry rock being larger and the numerous delays. The major part of the down time was due to the extreme winter weather, but considerable time was lost because of minor breakdowns.

A considerable amount of crushed rock was sold from this setup to towns in the vicinity at a small profit to the contractor. However, the profit from all outside sales was offset by an overrun of 1,900 cubic yards of material which the contractor had overrun at the first setup and was unable to dispose of. After considerable negotiations, this material was sold to the Newport Construction Company for $0.50 per cubic yard.

Low bid prices by the subcontractor and low production due to adverse weather conditions did not provide a large enough margin, and the crushing showed a slight loss.

Grading was handled with two TD-19 tractors, two TD-14 tractors, three 15-yard scrapers, two heavy duty blades, two dozers, one pickup, one panel truck, one welder and miscellaneous small equipment. The material handled very easily, the tractors loading without the use of a push cat. While this project was bid March 11th, the grading did not start until December 1st. The contractor was able to work until December 14th, when heavy snow and freezing conditions stopped all operations until March 2nd, 1949. After resuming operations, the work was completed May 14th. Due to the shutdown, the costs were considerably higher than if the project had been started earlier in 1948 and completed during that year. High production during 1949 and good bid prices allowed a good profit to the contractor.

The placing of the rock base and key material was handled by the contractor with work on these items starting April 4th, 1949, and completing, except

for maintaining, June 9th. The work was handled with a 3/4 cu. yd. shovel, one heavy duty grader, one 10-ton roller, one 1,500-gallon water wagon, one pickup and hired trucks. Bid prices were low, but a fair profit was made on the 2" - 0" and a very small profit on 3/4" - 0".

J. C. Compton Company started oiling operations on July 7th, and completed, except for maintaining, on July 14th. Progress was very good, and a fair profit was made on all items.

This project was well handled by all contractors and except for adverse weather conditions would have shown a larger profit than was made.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
FOR FILING

1-55-(1) 56(1)

2982

February 24, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 2982, for work on the Campbell Ranch-Gerking School Section of the Athena-Holdman Secondary and Havana-Helix Secondary Highways in Umatilla County, has been completed by the contractor, T. W. Thomas, and that final payment in the amount of $5,659.17 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $188,760.36, of which amount $157.75 represents force account items. This contract was completed on July 19, 1949 but has not as yet been accepted by the Highway Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD
2-24-50 gl

RECEIVED
FEB 2 1950
FOR FILING

F-55 (1) 56
2982

January 31, 1950

Mr. T. E. Doherty
3105 N. E. 55th Avenue
Portland 13, Oregon

Dear Sir:

Mr. W. E. Hodge, Resident Engineer at Pendleton, advises that there are 1,567 yards of 2" - 0" crushed rock and 423 yards of 3/4" - 0" crushed rock piled on our quarry site on the Campbell Ranch-Gertin School project. We do not know whether the rock is some you crushed for the City of Athena or whether it is surplus left over from the job.

While our contracts provide that any surplus left on the State's property after the completion of the job becomes the property of the State, we are very hesitant to assume ownership of this quantity of rock, neither do we wish it left on the State's property if you have disposed of it or expect to dispose of it.

If you have not sold the rock, I suggest you contact the Newport Construction Company to see if they can use it on their contract from Holdman Junction to Campbell Ranch. At any rate, let me hear from you as soon as possible, as it is holding up the finaling of the job.

If the rock is disposed of, we must receive the customary royalty of $0.03 per cubic yard.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. T. W. Thomas
1021.8 N. E. Holladay Street
Portland 16, Oregon

Mr. H. C. Smith

RECEIVED
DEC 27 1948
FOR FILING

9-55 (1) 56 (1)
2982

December 23, 1948

P. B. Doherty and Son, Contractors
Pendleton, Oregon

Gentlemen:

Under date of August 24, you, by letter, authorized withholding from the final estimate on the Athena-Pilot Rock Secondary Highway, Contract No. 2982, an amount of $231.10 to cover royalty on rock sold to Umatilla County and various citizens.

We are now advised by Contractor T. W. Thomas that you have been paid in full for the work you performed and that withholding the amount of $231.10 is not satisfactory with Mr. Thomas.

If you have received final payment, including the $231.10, it is requested that you immediately furnish us with your check in the above amount. In order that we may close out final accounting with Mr. Thomas, it is necessary that you give this matter your immediate attention.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. T. W. Thomas
Mr. H. G. Smith

TELEPHONE KENWOOD 5353

T. W. THOMAS
CONTRACTOR
ROAD AND HIGHWAY CONSTRUCTION
10248 N. E. HOLLADAY ST.
PORTLAND 16, OREGON

December 15,1949

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Attention: W. C. Williams

Dear Sir:

Regarding your letter of December 7th, stating that an amount of $281.40 will be deducted from the final estimate on the Campbell Ranch-Gerking School job, Contract No. 2982: Mr. Doherty has no authority from me to request the above amount be deducted from the estimate.

Mr. Doherty received permission from the State to sell rock to Counties and Towns and I had no knowledge of the amounts of rock or to whom it was sold. I received no compensation for same.

I understood from your letter of January 17,1949 to Mr. Buehler of Athena, Oregon, a copy of which was sent to me, that Mr. Doherty was to collect and pay direct to the State three cents for each yard sold.

P.B.Doherty & Son has been paid in full for their work on Contract No.2982; therefore, I request that the $281.40 be not deducted from my final estimate.

Very truly yours,

T. W. Thomas

TWT/te

RECEIVED
DEC 19 1949
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 15M 5-49 31008

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 6, 1949

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Smith:

I am submitting a letter from P. B. Doherty and Son stating that they had sold 9380 cubic yards of rock at the State owned quarry on the Athena-Holdman Secondary Highway, Contract #2982, and requesting that the State withhold the 3% royalty from the final estimate which totals $281.40.

I am enclosing a copy of a letter from W. S. Hodge further explaining this request.

Very truly yours,

E F Chidsey

E. F. CHIDSEY
Division Engineer

EFC:gb

Deduct from cont no. 2982
H

For Contract File

FORM E-20 3000 1-40 20000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon.
December 1, 1940.

SUBJECT:

To:

Campbell Ranch-Gerking School
Contract #2082

Mr. E.F.Ghidsey,
Division Engineer
La Grande, Oregon.

Dear Sir:-

Attached is a statement signed by P.J.Doherty and Son signed by E.K.Doherty in regard to the rock sold while they were crushing rock on the above mentioned section. They were to pay the State 5 cents per yard for the rock sold.

I am quite sure I failed to make note of this or send in this statement when I submitted the semi- final for the section, so will attach the statement herewith . The total yardage is substantially correct.

Very truly yours,

W.S.Hodge, Res. Engr.
Pendleton

Copy to Probert

Pendleton,Oregon.
August 24,1949.

Oregon State Highway Commission
Salem,Oregon

Gentlemdn:-

From our two "setups" on the Campbell Ranch-Gerking School section of The Athena-Holdman Secondary Highway,contract #2982 we crushed and sold to Umatilla County,Athena,Weston,and Adams 9380 c.y. total. We had permission to sellthe rock. Please withold from the next estimate,or final estimate the amount of the royalty at 3 cents per yard or atotal of $281.40.

Very truly yours,

P.B.Doherty and Son

By B K Doherty

RECEIVED
DEC 12 1949
FOR FILING

8-55(1) + 56(1)
2982

December 7, 1949

Mrs. T. W. Thomas
10246 N. E. Holladay St.
Portland 16, Oregon

Dear Sirs:

The Oregon State Highway Commission is in receipt of a letter from P. E. Doherty, dated November 24, 1949, requesting that $288.40 be deducted from the final estimate payment on the Campbell Rock-Crushing, Screening and Oil Mat Surfacing job, Contract No. 2982. This amount is payment due the State for royalty on 9,300 cubic yards of rock sold from State owned sources by Mr. Doherty during crushing operations.

This letter is to advise you that the above deduction will be made on the final estimate.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DHP:md
cc P. E. Doherty
Pendleton, Oregon

RECEIVED
DEC 8 1949
FOR FILING

S-56 (1)

December 5, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This will advise that "sentab-lighted" crossbuck railroad crossing signs are now in place at the Myrick Crossing (Stations 380+70 and 380+85) of the Campbell Ranch-Gerking School Section, Project S-56 (1).

It is our understanding that your final inspection report for Project S-56 (1) is being held pending receipt of the foregoing information.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

SHP:md

FORM S-20 15M 5-49 51008

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 25, 1949

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

H. G. SMITH
NOTED

Dear Sir:

The Bureau of Public Roads has requested that we notify them when reflectorized crossbuck signs are placed on the Myrick Crossing on the Athena-Holdman Junction Secondary Highway.

This is to inform you that reflectorized crossbuck signs have been placed at Myrick since the completion of the job. The Bureau of Engineers evidently covered the job in the daytime and were not aware that these crossbucks are searchlighted, which is far more effective than button reflectors.

The Bureau is holding up approval of this project until notified that these signs are in place.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
cc - W. O. Widdows

RECEIVED
NOV - 1 1949
FOR FILING

8-55(1)-56(1)

2982

October 31, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to T. W. Thomas, on contract No. 2982, covering the Campbell Ranch-Corking School Section of the Athena-Holdman Secondary and Havana-Helix Secondary Highways in Umatilla County. This payment, in the amount of $2,940.97, will be made on or after November 10, 1949. The retained percentage is $5,662.93.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Recorded 11/31, 49

RECEIVED
SEP 14 1949
FOR FILING

55(1) 56(1)

0982

September 9, 1949

Request for extension of time
No. 14
September 19 and 20

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Parker H. Bell for an extension of time on Contract No. 2838, Curry-Coos-Douglas County Line Section, of the Summit Highway, from September 20, 1949 to July 15, 1950.

The contractor was delayed considerably in his paving operations because of inclement weather, and further delays were caused by the failure of the public utility companies to properly reconstruct their facilities in advance of operations.

The contractor has requested an extension to July 15, 1950, which, since he completed the project on July 6, I recommend be allowed in that date without penalty. Mr. T. M. Rowe of the Bureau of Public Roads concurs in the recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

cr

RECEIVED
AUG 16 1949
FOR FILING

8-55 (1) 56 (1)

2982

August 15, 1949

Maryland Casualty Company
Baltimore 3,
Maryland

Gentlemen:

This to advise you of the intention of the State Highway Commission to release to I. E. Thomas a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2982 for grading and surfacing on the Campbell Hannk-Gerting School Section of the Athena-Haldman Secondary and Ukiah-Malin Secondary Highways in Umatilla County. This payment, which is in the amount of $36,554.03, reduces the retainage percentage to 3% of the total amount earned by the contractor, or the sum of $3,571.97. The present payment to the contractor will be made on or after August 25, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Hanson & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hanson & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.
Hamfield & Co.

NOTED ON CARD
8-15-49

RECEIVED
AUG 15 1949
FILING

55(1) 56(1)

August 12, 1949

Mr. T. W. Thomas
10248 N. E. Holliday
Portland 5, Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 60 days, from June 30 to August 31, 1949, within which to complete your contract No. 2982 for grading and surfacing on the Campbell Ranch-Gerking School on the Athena-Holdman Secondary and Havana-Helix Secondary Highways in Umatilla County.

I am pleased to inform you that the Commission granted you an extension of time on the above contract from June 30 to July 19, 1949, at which time the job was completed, without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

sl

cc: K. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
8-12-49 s-l

RECEIVED
JUL 25 1949
FOR FILING

8-55 (1) 56 (1)

2982

July 25, 1949

Request for extension of time
No. 7
Projects 1 and 2 combined

Oregon State Highway Commission

Gentlemen:

Herewith a request from T. H. Thomas for an extension of time from June 30, 1949 to August 31, 1949 on Contract No. 2982, the Campbell South-Corning School Section of the Alsea-Baldock Secondary Highway. Surfacing on this project was completed and ready for oiling in the first part of June. However, the oiling subcontractor, J. C. Compton Company, was unable to start before July 5, due to prior requests from the Department to complete other projects.

The contractor requested an extension to August 31; however, the project was completed on July 19, 1949, and I would recommend an extension to that date without penalty. Mr. T. H. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. W. C. Williams
Mr. H. G. Smith

hl

Form E-1—SH—1-48

$55(1)
$56(1)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT #55
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 25, 1949

Section Campbell Ranch-Gerking School

Highway Athena-Holdman Secondary

Contractor T. W. Thomas

Date of contract ~~March~~ March 11, 1948

Date work started June 21, 1948

Amount of contract . . . . . $ 185,051.50

Estimated cost of completed project, exclusive of engineering . . . . . $ 186,215.56

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 12,656.57, 112.9%

Kind of work Grading & Oil Mat

Section prefix 150-1026

Contract number 2982

Date of completion June 30, 1949

Estimated date of completion July 19, 1949

Per cent of time elapsed 104.0 %

Date project was completed July 19, 1949, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Finished oiling July 14, 1949 and maintened until July 19, and called this date the finish. The weather turned quite cool the next day after the oiling was finished and blading and brushing did not do much good. This is the last report until the semi-final.

Signed W. L. Hodge

Address Pendleton, Oregon

NOTED
E. M. BOOTH

Original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9.29	9.29			
Miles partially completed	9.29	9.29			
Miles completed	9.29	9.29			
Total estimated quantities	119,000	56,110	5500	4,150	
Estimated quantities moved or placed to date	119,000	56,110	5500	4,150	
Average daily quantities	1760	845		570	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				1	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders .....1....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair-Cool		
Tuesday	Cloudy-Cold		
Wednesday	Fair		
Thursday	Cloudy		
Friday	Fair		
Saturday	Fair		

RECEIVED
JUL 25 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUL 22 1949
FOR FILING
S-55(1)
S-56(1)

July 20, 1949
Salem, Oregon

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Mr. Williams letter of July 12 and your reply of July 19 pertaining to concurrence in an extension of time from June 30, 1949 to August 31, 1949 to T. H. Brown, Contractor, on Federal Aid Secondary Projects S-55(1) and S-56(1), Athena-Holdman Secondary Highway.

We are in receipt of information today that this contract was completed on July 19. We, therefore, request your concurrence in an extension of time to this date rather than to August 31 as previously requested.

Your early reply to this request would be appreciated as it is desired to present the contractors request to the Highway Commission at their August 1st meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: L. G. Smith

[illegible] ROAD ADMINISTRATION
BUREAU OF PUBLIC ROADS
[illegible]
[illegible]
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

July 19, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of July 12th requesting concurrence in an extension of time from June 30th, 1949 to August 31, 1949 to T. W. Thomas, contractor on Federal Aid Secondary Projects S-55(1) and S-56(1), Athena-Holdman Secondary Highway.

Project S-56(1) was ready for oiling about May 15th and S-55(1) the first part of June and we do not believe this oiling should be delayed two months. It is our opinion the work should have been completed within the time limit but in any event not later than July 31st in order to obtain the benefit of summer traffic and to have the project ready for wheat hauling which we presume will probably be under way during August.

It seems to us that penalizing Federal cooperative work in favor of State work calls for detailed adequate justification, which we have not received. If such justification is submitted we will consider an extension to July 31st without penalty, but at this time are inclined to the belief that an extension beyond that date should carry the penalty. However, our final decision will be withheld pending receipt of your reply.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
JUL 20 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 21 1949
FOR FILING
S-55(1)
S-56(1)
J982

July 20, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on July 19, 1949 on Contract No. 2982, Campbell Heath-Darling School Section in connection with Federal Aid Project No. S-55 (1), S-56 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

E. G. Williams
Assistant State Highway Engineer

RHB:ec

RECEIVED
JUL 14 1949
FOR FILING
I 55(1) 56-(1)

File

July 12, 1949

Mr. E. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2012, Campbell Bandstanding School Section of the Albany-Lebanon Lebanon Highway, Oregon S-495 (1), S-96 (1) from June 30, 1949 to August 31, 1949 to E. M. Thomas, Contractor.

Surfacing on the above project was completed and the road was ready for oiling in the early part of June. However, the J. C. Compton Company the W.P.A. doing the oiling found they were unable to start prior to July 5 because of other projects which they had been requested to complete on State highway work. I would therefore request that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. G. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 6 - 1949
FOR FILING

Query
agenda 5-b
12-20-48

55-(1) 56(1)

2982

December 27, 1948

Northern Pacific Railroad Company
J.F. Darrig, Assistant Chief Engineer
1328 King St.
Seattle 4, Washington

Dear Sir:

I am enclosing herewith, two copies of an agreement between the State Highway Commission and your Company in regard to placing two culvert pipes under the railroad tracks at Myrick, Athena-Holdman Highway.

Will you please return one fully executed copy of this agreement to me for the records and files of the Commission.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

rm
encl. 2

FORM E-20 20M 8-48 28204

AGENDA
DEC 20 1948

OK
12-20

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 14, 1948

REFERRED TO Glaisyer
for agenda Please

SUBJECT:

To: Mr. J. M. Devers

RECEIVED
DEC 15 1948
LEGAL DEPT.

In connection with the construction of the Athena-Campbell Ranch project, Contract No. 2982, it is necessary to install two drainage culverts under the Northern Pacific Railroad Company railroad tracks.

I attach hereto two copies of an agreement prepared by the Railroad Company, covering these culvert installations. Will you please advise if this form of contract is satisfactory as to form and legality? If so, please sign both copies.

W. C. Williams

WCW:hi
Encl.

REFERRED TO Williams FOR Presentation to J. M. DEVERS
Commission

2 copies to be signed

REFERRED TO Glaisyer BY SECRETARY
send both copies to RR Co
to sign - return when signed, true

A-M

FORM E-20X 10M 6-46 28486

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

December 7, 1948

SUBJECT:

To:

Mr. Edwin A. Pease
Construction Office Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

We have your letter of November 24th, 1948, in regard to a permit from the Northern Pacific Railway Company, to place two culvert pipes under the railroad track at Myrick, Athena-Holdman Highway.

This matter was referred to Resident Engineer Hodge, who states that the permit as written seems to be in order, and that the culverts are necessary.

We recommend that the forms be executed. We are attaching the forms sent with your letter, along with a copy of a letter from Resident Engineer Hodge.

Very truly yours,

E. F. CHILDSEY
Division Engineer

RECEIVED
DEC 9 1948
CONSTRUCTION ENGINEER

By

C. D. Cannon
Office Engineer

CDC/hw
Enc.

FORM S-30 REV 8-40 30804

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon
December 8, 1949

SUBJECT:

To:

Mr. E. F. Chidsey
Division Engineer
La Grande, Oregon

L

Dear Sir:

Reference is made to your letter of November 26, in regard to the N.P.R.R. Co. permit to place culverts under the R.R. tracks at Myrick. The letter was written to A. F. Parsons.

This work is in connection with the Athena-Campbell Ranch job, Contract 2982. The permit is OK as far as I can see. Culverts should be installed here on each side of our road, but were overlooked in the original estimate.

As a matter of fact this improvement will be a great benefit to the R.R. as each year mud and debris is washed down the hill and onto the tracks.

Very truly yours,

W. S. Hodge

W. S. Hodge
Res. Engr.

RECEIVED
DEC 16 1948
FOR FILING

File

8-55 (1)
56 (1)
2982

Salem, Oregon
December 14, 1948

Mr. J. M. Devers

In connection with the construction of the Athena-Campbell Ranch project, Contract No. 2982, it is necessary to install two drainage culverts under the Northern Pacific Railroad Company railroad tracks.

I attach hereto two copies of an agreement prepared by the Railroad Company, covering these culvert installations. Will you please advise if this form of contract is satisfactory as to form and legality? If so, please sign both copies.

W. C. Williams

WCW:hl
Encl.

RECEIVED
NOV 29 1948
FOR FILING
155(1) d
156(1)
2982

November 23, 1948

Mr. John Yowell
3900 Northwest Iowa Avenue
Portland 10, Oregon

Dear Mr. Yowell:

We have today been informed by Mr. Probert that you had made inquiry regarding the filing of a claim that you have against P. E. Doherty who had acted as subcontractor for T. W. Thomas on the Campbell Rammle-Sorting School Section of the Athena-Baldman and Hermiston-Butter Secondary Highway in Umatilla County. This job is our Contract No. 2982.

The state looks to the principal contractor for satisfactory completion of the job any any subcontract work performed is a responsibility of the principal contractor. We would suggest that you place your claim with Mr. T. W. Thomas, the principal contractor, whose address is 10845 Northeast Holladay Street, Portland 3. We do not know if Mr. Thomas required a bond from Mr. Doherty for his subcontract work; however, Mr. Thomas as the principal contractor has furnished a bond on this job with the Maryland Casualty Company whose agent is Mansfield and Company, 302 Lewis Building, Portland.

If you are unable to secure satisfactory settlement otherwise we suggest that you file your claim with the surety mentioned above and, if you wish to take a further step, that you file your claim with the Secretary of State. A copy of the law explaining this procedure is attached for your convenience.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

cc - Mr. S. H. Probert

NOTED ON CARD
11-23-48

November 23, 1948

REFERRED TO
Secretary
BY SECRETARY

Maryland Casualty Company
Baltimore 3
Maryland

Gentlemen:

We have today received from Mr. John Brandt claim adjuster in 3700 Northwest Bess Avenue, Portland 10, Oregon, an inquiry concerning the filing of a claim that he has against Mr. F. B. Doherty who is apparently a subcontractor for Mr. T. W. Thomas under our Contract No. 2982 for grading and surfacing on the Asphalt Batch-Setting Plant Section of the Abbotsford and Sumas Secondary Highway in Whatcom County. We have no information as to the amount or kind of claim that Mr. Brandt has.

This information is passed on to you as your company appears as surety under the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:dw

cc - Mr. T. W. Thomas
2024½ N.E. Holladay
Portland 2, Oregon

Mr. F. B. Doherty
3105 N.E. 99th Ave.
Portland 13, Oregon

Bransfield & Company
308 Lumbermens Bldg.
Portland 4, Oregon

Hansen & Haviland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

Hansen & Haviland, Inc.
431 Henry Bldg.
Portland 4, Oregon
Attn: E. A. Wride, Manager

NOTED ON CARD

11-23-48

11-2348

John Yowell
3900 N.W. Yeon Ave
Portland 10.

When information re Power to file claim
P.B.
against a Warranty who is subcontractor
for T. W. Thomas on Campbell Road -
Parking School Contract (2982)

Probert brot this in today

1 FQ

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 6, 1948

S-56(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-56(1)
Campbell Ranch-Athena Junction Sec.
Athena-Boardman Highway

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

pr 7525

State Oregon

Federal Aid Secondary Project No. S-56(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 27th day of May, 1947, a project statement, which was approved on the 29th day of January, 1948, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty thousand and 00/100

dollars ($ 60,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

16—11870-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 31, Laws 1929; Chapter 289, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 220+00 near the south quarter corner, Section 23, T. 4 N., R. 33-E, and survey station 473+30 on the line between the SE 1/4, Section 24, T. 4 N., R. 32 E., and the NE 1/4, Section 23, T. 4 N., R. 32 E., W.M., with a "Y" connection, stations 228+77.3 to 230+84, without exception, length 4.673 miles, in Umatilla County, being Oregon Federal Aid/Secondary project No. S-56(1), consisting of 4.673 miles of roadway and no bridges, each of more than 20 feet clear span, [redacted] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ____ sixty thousand and 00/100 ____ dollars ($ 60,000.00), which does not exceed the authorized Federal pro rata share of ____ ninety-eight thousand eight hundred eleven and 35/100 ____ dollars ($ 98,811.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to ____ the State Treasurer ____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ____ Oregon ____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ____ (Include reference to statute authorizing funds and probable amount annually available)

Chapter 359, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

RECEIVED
FEB 7 1949
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 6, 1948

S-55(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Oregon S-55(1), Athena Junction-Gerking School Section of the Athena-Holdman Highway

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

2 (Revised 1946)

WA8pr 7524

State Oregon

Federal Aid Secondary

Project No. S-55(1)

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a project statement, which was approved on the 29th day of January, 1948, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-nine thousand and 00/100

dollars ($ 59,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 51, Laws 1939; Chapter 538, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

_____

_____

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 75+00 in the NW 1/4, Section 22, T. 4 N., R. 34 E., W.M., and survey station 149+30 in the NE 1/4, Section 23, T. 4 N., R. 33 E., W.M., except station 75+44 to station 76+44.

_____, length 4.619 miles, in Umatilla County, being Oregon Federal Aid/Secondary project No. S-55(1), consisting of 4.619 miles of roadway and 20 bridges, [redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

have been made available
ARTMENT

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ fifty-nine thousand and 00/100 _____ dollars ($ 59,000.00), which does not exceed the authorized Federal pro rata share of _____ sixty-seven thousand two hundred sixty-seven and 50/100 _____ dollars ($ 67,267.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

_____ Chapter 329, Laws 1939. _____

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [redacted]

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

REC'D
OCT 5 1918
OR'D

U. S. GOVERNMENT PRINTING OFFICE 16—11870-2

RECEIVED
DEC 23 1948
FOR FILING
5550

August 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Athena Junction-Gerting School Construction, Project No. S-55 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

E. C. Williams
Assistant State Highway Engineer

JWM/gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-55 (1)

ATHENA JUNCTION-WESTON SCHOOL SECTION

OF THE ATHENA-HELIX HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 75+00 to 0+00 E.)(Sta. 0+00 W. to 169+30)

All Required		Clearing and Grubbing (50%)		$ 750.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
30	cu. yds.	Trench Excavation, Unclassified	2.00	60.00
67,000	cu. yds.	General Excavation, Unclassified	0.28	18,760.00
101,000	yd. sts.	Short Overhaul	0.02	2,020.00
300	C-yd.sts.	Long Overhaul	0.50	150.00
4.62	miles	Finishing Roadbed and Slopes	200.00	924.00
12,000	lin. ft.	Rounding Cutbanks	0.10	1,200.00
500	lin. ft.	18" Corr. Metal Pipe	3.25	1,625.00
80	lin. ft.	24" Corr. Metal Pipe	5.00	400.00
14	lin. ft.	48" Corr. Metal Pipe	15.00	210.00
14	lin. ft.	36" Concrete Pipe	8.50	119.00
240	lin. ft.	Salvaging Culvert Pipe	1.00	240.00
14,000	cu. yds.	2" - 0" Rock in Base	2.22	31,080.00
4,700	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.37	11,139.00
500	M-gal.	Sprinkling	3.50	1,750.00
4.62	miles	Preparation of Base	200.00	924.00
1,840	cu. yds.	Furnishing and Placing Aggregates	3.85	7,084.00
180	tons	Furnishing and Placing 151-200 Asphalt	39.50	7,110.00
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	41.00	2,460.00
			Subtotal	$88,425.00
			10% Engr. & Cont.	8,842.50
			Total	$97,268.50

Length of Roadway	4.619 miles
Length of Bridge (Exception)	.007 mile
Total Length	4.626 miles
Cost per mile, Roadway	$21,058.24

Federal Aid Secondary Funds	$39,000.00
State Funds	38,268.05
	$77,268.05

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
JUN 30 1948
FOR FILING
5-55 (1)
5-56 (1)
2980

June 28, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 21, 1948 on Contract No. 2980, Campbell Ranch-Goering School Section, in connection with Federal Aid Project No. S-55 (1), S-56 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

KHG/ec

RECEIVED
JUN 2
FOR FILING

S-55(1)
S 56(1)
2982

57 SW

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22nd, 1948

SUBJECT:

To:

Mr. E. F. Shibley
Division Engineer
State Highway Department
Lebanon, Oregon

NOTED
W. C. WILLIAMS

L

Dear Sir:

Herewith copy of a letter from Mr. Bateman regarding the removal of a chicken house and implement shed on the G. A. Morgan property on the Campbell Ranch-Corbin School Section. The letter is self-explanatory in that it states that the structure can be removed by the contractor as part of the clearing operations, although it is not conventional clearing work and the contractor may request extra compensation.

Very truly yours,

H. C. Smith
Construction Engineer

HCS:AS
Enc.

cc to: W. C. Williams
V. S. Hodge

LOBBYING OBSCOV
RECEIVED

ASSIGNMENT No. 878
WCW

DESCRIPTION: Let 6/8/48 from De Sousa re our option with C.A. Peterson covering property on Corking School-Saldman Jct. proj.

DATE: 6/9/48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 6-29-48-dw

REMARKS:

FORM E-30 2BM 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1948

SUBJECT: R 13439

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Our option with C. A. Peterson, et al, covering property on the Gerking School-Holdman Junction project provides for the removal by the State of chicken house and old barn or implement shed. This property is in Section 29, Township 4 North, Range 33 East, in the vicinity of Station 384. I am not certain that the option has been understood to mean that the structure shall be removed in connection with the contract, and this letter is written to request that the matter be handled in that way; that is, by the contractor on the project.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
In triplicate

RECEIVED
JUN 9 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 9 1948
FOR FILING

S-55(1)
S-56(1)

April 8, 1948

Mr. T. W. Thomas
Imperial Hotel
Portland 5
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2982, which was awarded to you on March 11, 1948 by the State Highway Commission, covering Campbell Ranch-Gerking School Section of the Athena-Holdman Secondary and Havana-Helix Secondary Highway, in Umatilla County. This copy is for your records and files.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 24 1948
FOR FILING

S-55(1)
S-56(1)
F 2982

March 22, 1948

Pacific Power & Light Company
Public Service Building
Portland 4, Oregon

Attention: Mr. R. L. Stout
E/M Engineer

Gentlemen:

In accordance with your request of March 19 we are sending to you, under separate cover, one set of reduced size blue line prints covering the construction of the Campbell Ranch-Gerking School Section of the Athena-Holdman Secondary Highway in Umatilla County.

We believe these one-half scale prints will answer your purpose, if not, please advise and full scale blueprints will be furnished.

There will be no charge for this service.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

MW:nd

PACIFIC POWER & LIGHT COMPANY

PUBLIC SERVICE BUILDING

PORTLAND 4, OREGON

March 19, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. S.H. Probert
Office Engineer

Gentlemen:

We have been informed that the State Highway Commission has awarded a contract to T. W. Thomas for grading, surfacing and oiling the Campbell Ranch-Gerking School section of the Athena-Holdman Secondary Highway and that the work also includes the lengthening of some of the curves.

We have a power line along part of this road and it might be necessary for us to move some of our poles. We should like to have a blueprint showing the work to be done under this contract so that we may make the necessary arrangements in case any work is to be done on our part.

Yours very truly,

R. L. STOUT
Right of Way Engineer

RLS:mt

Mailed Blue Lines
3/22/48
M.

RECEIVED
MAR 22 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 16 1948
FOR FILING

S-55 (1)
S-56 (1)
2982

March 15, 1948

Mr. T. W. Thomas
Imperial Hotel,
Portland, 5, Oregon

Dear Mr. Thomas:

The State Highway Commission on March 11, awarded you the contract for grading, surfacing, oiling, and furnishing crushed rock in stockpiles on the Campbell Ranch-Gerking School Section of the Athena-Holdman Secondary Highway in Umatilla County. This award was based on your low bid of $185,051.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - Mr. S. H. Probert

RECEIVED
MAR 22 1948
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

S-55(1)
S-56(1)

March 11, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Projects Nos. S-55(1) and S-56(1), Campbell Ranch - Gerking School Section of Athena - Holeman Highway, to T. W. Thomas, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

Copy to Probert

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1948
FOR FILING
OREGON DISTRICT
S 55(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 20, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-55(1), Athena Junction-Gerking School Section of the Athena - Heldman Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer

By: H. A. Stoddart
H. A. Stoddart
Sr. Highway Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

S 56(1)

February 20, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-56(1), Campbell Ranch - Athena Junction Section of the Athena - Heldman Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

NOTED
W. C. WILLIAMS

By:
H. A. Steddart
Sr. Highway Engineer.

RECEIVED
FOR FILING
OREGON DISTRICT
S 55(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 15, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of plans, specifications and estimate for Oregon Project S-55(1), Athena Junction - Gerking School Section of the Athena - Holdman Highway.

We find the following discrepancies in the documents:

In the Plans:

Our plan sheet #5 is being corrected. OK

Grade between Stations 3+00 E and 13+50 E is indicated as 7.0% while our calculations give this grade as 6.33%. NO

4+00 E

In the Estimate:

Item of "Finishing Roadbed and Slopes" is erroneously described as Preparation of Base.

Please advise as to correctness of the above grade calculation.

Very truly yours,

T. M. DAVIS
District Engineer.

Corrected plan sheet to PRA. 12/22/47

RECEIVED
DEC 16 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1948
FOR FILING

S 56(1)

December 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Campbell Ranch-Athena Junction Section, Project No. S-56 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWW:GS

Encl.

Revised speed 2/18/48

Oregon State Highway Department

Federal Aid Secondary
Project No. S-56 (1)

CANYON CITY-ATHENA JUNCTION SECTION

OF THE ATHENA-WOLDMAN HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 2, 1947

Roadway (Sta. 228+00 to 473+30)

All Required		Clearing and Grubbing (50%)			$ 1,250.00
190	cu. yds.	Structural Excavation, Unclassified		$ 3.00	570.00
40	cu. yds.	Trench Excavation, Unclassified		3.00	120.00
61,000	cu. yds.	General Excavation, Unclassified		0.30	18,300.00
88,000	yd. sta.	Short Overhaul		0.02	1,760.00
400	C-yd.sta.	Long Overhaul		0.50	200.00
4.67	miles	Finishing Roadbed and Slopes		450.00	2,101.50
13,000	lin. ft.	Rounding Cutbanks		0.15	1,950.00
1,200	lin. ft.	18" Corr. Metal Pipe		3.00	3,600.00
10	lin. ft.	24" Corr. Metal Pipe		4.50	45.00
14	lin. ft.	18" Concrete Pipe		3.00	42.00
100	lin. ft.	24" Concrete Pipe		4.50	450.00
24	lin. ft.	30" Concrete Pipe		6.50	156.00
180	lin. ft.	Salvaging Culvert Pipe		1.50	270.00
14,000	cu. yds.	2" - 0" Rock in Base		2.65	37,100.00
4,800	cu. yds.	3/4" - 0" Rock in Base and Shoulders		2.75	13,200.00
500	M-gals.	Sprinkling		3.00	1,500.00
4.67	miles	Preparation of Base		150.00	700.50
1,860	cu. yds.	Furnishing and Placing Aggregates		3.75	6,975.00
190	tons	Furnishing and Placing 151-200 Asphalt		35.00	6,650.00
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt		35.00	2,100.00
			Subtotal		$ 99,040.00
			10% Engr. & Cont.		9,904.00
			Total		$108,944.00
		Length of Roadway	4.673 miles		
		Cost per mile	$23,313.50		

Federal Aid Secondary Funds- $ 61,000.00
State Funds- 47,944.00

$108,944.00

ATHENA JUNCTION-SINKING SCHOOL SECTION

PROJECT NO. S-55 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. E. Probert
Office Engineer

December 2, 1947

RECEIVED
DEC 22 1948
FOR FILING
555(1)

December 2, 1947

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Athena Junction-Gesking School Section, Project No. S-55(11).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWM:gs

Encl.

Revising specs 2/18/48

Oregon State Highway Department

Federal Aid Secondary
Project No. S-55 (1)

ATHENA JUNCTION-GEKKING SCHOOL SECTION

OF THE ATHENA-WELDMAN HIGHWAY IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 2, 1947

Roadway (Sta. 75+00 to 0+00 E.)(Sta. 0+00 W. to 169+30)

All Required		Clearing and Grubbing (50%)		$ 1,250.00
140	cu. yds.	Structural Excavation, Unclassified	$ 3.00	420.00
30	cu. yds.	Trench Excavation, Unclassified	3.00	90.00
67,000	cu. yds.	General Excavation, Unclassified	0.30	20,100.00
101,000	yd. stn.	Short Overhaul	0.02	2,020.00
300	C-yd.stn.	Long Overhaul	0.50	150.00
4.62	miles	Preparation of Base	450.00	2,079.00
12,000	lin. ft.	Rounding Cutbanks	0.15	1,800.00
500	lin. ft.	18" Corr. Metal Pipe	3.00	1,500.00
80	lin. ft.	24" Corr. Metal Pipe	4.50	360.00
14	lin. ft.	48" Corr. Metal Pipe	15.00	210.00
14	lin. ft.	36" Concrete Pipe	8.00	112.00
240	lin. ft.	Salvaging Culvert Pipe	1.50	360.00
14,000	cu. yds.	2" - 0" Rock in Base	2.65	37,100.00
4,700	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.75	12,925.00
500	M-gals.	Sprinkling	3.00	1,500.00
4.62	miles	Preparation of Base	150.00	693.00
1,840	cu. yds.	Furnishing and Placing Aggregates	3.75	6,900.00
180	tons	Furnishing and Placing 151-200 Asphalt	35.00	6,300.00
60	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	35.00	2,100.00
		Subtotal		$ 97,969.00
		10% Engr. & Cont.		9,796.90
		Total		$107,765.90

Length of Roadway	4.619 miles
Length of Bridge (Exception)	.007 mile
Total Length	4.626 miles
Cost per mile, Roadway	$ 23,331.00

Federal Aid Secondary Funds- - - - - - - - - - - - - - - - - - - -	$ 61,000.00
State Funds- -	46,765.90
	$107,765.90

CAMPBELL RANCH-ATHENA JUNCTION SECTION

PROJECT NO. S-56 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 2, 1947

RECEIVED
NOV 18 1947
FOR FILING
S-56(1)

November 17, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 7900
Portland 8, Oregon

Dear Sir:

In conformance with Federal-aid requirements, it is hereby agreed that the State will install reflectorized advance warning signs and reflectorized cross buck signs at the grade crossing at Station 380+75 on the Helix Junction-Holdman Section (Project S-56 (1)) of the Athena-Holdman Secondary Highway.

This installation will be made prior to completion of Project S-56 (1).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

CH:CS

S-57(1) Meadow Brook-Red Bridge Sec., 1948
Starkey Secon. Hwy.
#2983

RECEIVED
AUG 11 1949
FOR FILING

8-57 (1)

2983

(4t)

FILE

Salem, Oregon
April 13, 1949

Mr. H. G. Smith

The Highway Commission has approved an additional project authorization of ~~$5,629.72~~ $801.71 on Contract No. 2983, Meadow Brook-Red Bridge Section of the Starkey Secondary Highway in Union County.

W. C. Williams

WCW:mm

FORM S-50 20M 8-40 28204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 10, 1948

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

In preparing the semi-final estimate on the Meadow Brook - Red Bridge Section of the Starkey Secondary Highway, Contract #2983, it is apparent that the job is going to overrun by approximately $6,000.00. The overrun is all in the excavation items, and is covered by an overrun of approximately 10,000 cubic yards of general excavation at $0.60 a yard.

This overrun was due chiefly to slide material in cuts and the fact that a large percentage of the excavation intended for shallow fills contained boulders which could not be used in the shallow fills, and which were used as slope protection along fills filling in the river.

I am reporting this overrun, as instructed, in order that you may secure permission to overrun the total appropriation on this job by $6,000.00.

Enclosed is a copy of the Resident Engineer's report on this overrun.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
Enc.

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MAR 21 1940
FOR FILING

§ 57 (1)
ZGS

[redacted]

[redacted]

[redacted]

RECEIVED
MAR 14 1949
FOR FILING

I-57 (1)

2983

March 11, 1949

General Casualty Co.of America
Mansfield & Co., Agents
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No.2983, for work on the Meadow Brook-Red Bridge Section of Stanley Secondary Highway in Union County, has been completed by the contractor, Roy Norquist, and that final payment in the amount of $1,249.79 will be made on or after March 21, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $16,058.26, and that no force account work was performed on the project. This contract was completed August 31 and accepted by the Highway Commission September 14, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
3-11-49 gl

RECEIVED
JAN 17 1949
FOR FILING

8-57 (1)
2983

January 14, 1949

Mr. L. E. Coleman
La Grande
Oregon

Dear Mr. Coleman:

We acknowledge with thanks your statements received on January 14, dated January 10, in which you state you had received full payment from Ray Norquist for services performed on the Meadow Brook-Red Bridge Section of The Starkey Secondary Highway in Union County. This is apparently in connection with the claim you had filed against State Highway Contract No. 2983.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:gl

cc: Mr. Wayne Coleman
La Grande
Oregon

NOTED ON CARD
1-14-49 gl

RE: Contract 2983

La Grande, Oregon
January 10, 1949

To: Oregon State Highway Commission:

This is to certify that the undersigned has received full and complete payment and settlement of all amounts due to me from Roy Norquist for services performed on the Meadow Brook section of the Starkey Road in Union County, Oregon, up to the above date.

L. E. Coleman

RECEIVED
JAN 14 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

Geary
prepared and letter

RE: Dontract 2983

La Grande, Oregon
January 10,1949

To Oregon State Highway Commission:

This is to certify that the undersigned has received full and complete payment and settlement of all amounts due to me from Roy Norquist for services performed on the Meadow Brook section of the Starkey Road in Union County, Oregon, up to the above date.

Wayne Coleman

RECEIVED
JAN 14
ON
HIGHWAY COMMISSION

RECEIVED
JAN 14 1949
FOR FILING

FILES

I-57(1)

2983

January 12, 1949

Mr. W. H. Moore
Pine Cone Motel
La Grande, Oregon

Dear Mr. Moore:

We thank you for your letter of January 10 advising us that you have received a check in full from Ray Norquist for equipment rental furnished on the Meadow Brook-Red Bridge Section of the Starkey Secondary Highway in Union County, Contract No. 2983.

This is in connection with a claim you filed with us on November 15.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/13

NOTED ON CARD

1-12-49 gl

La Grande, Oregon
January 10-49

State Highway Commission
Salem, Oregon.

Dear Sirs:

This is to notify you that I have received check in full from Roy Norquist, for equipment rental on Red Bridge-Meadow Creek section of Starkey highway.

Yours truly.
Ed H. Moon.
Pine Cone Motel
La Grande, Ore.

RECEIVED TC
Gurney
read on card.
acknowledge.
notify contractor + Bonding Co.

NOTED ON CARD
1-12-49 gR

RECEIVED
JAN 1
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 17 1949
FOR FILING

K-57(1)
2983

January 14, 1949

General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

Gentlemen:

We have today received a statement signed by L. E. and Wayne Coleman, as follows:

"This is to certify that the undersigned has received full and complete payment and settlement of all amounts due to us from Roy Norquist for services performed on the Meadow Brook section of the Starkey Road in Union County, Oregon, up to the above date."

This apparently is in connection with the claims filed by the Colemans against Roy Norquist, contract No.2983, for work on the Meadow Brook-Red Bridge Section of the Starkey Secondary Highway in Union County.

This information is furnished you since you appear as surety for the contractor on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:gl

cc: Mansfield & Co.
302 Lewis Bldg.
Portland 4, Oregon

Mr. Roy Norquist

NOTED [illegible]
1-14-49 gl

RECEIVED
JAN 14 1949
FOR FILING

F. [illegible]

Ans: Invoice cited

8.57 (1)

2783

January 12, 1949

Mansfield and Company
302 Lewis Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Mr. W. E. Moore whose address is Pine Cone Hotel, in Grants, Oregon, in which he writes as follows: "This is to notify you that I have received check in full from Ray Norquist, for equipment rental on Rail Bridge-Hamaker Creek section of Stanley Highway."

This, apparently, is in connection with a claim filed by Mr. Moore on November 13 against Ray Norquist's Contract No. 2983.

This information is provided as your company appears as surety under the above contract.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr 1/13

cc - General Casualty Co. of America
General Insurance Building
Seattle 5, Washington

Mr. Ray Norquist
775 Long Street
Grants Pass, Oregon

NOTED ON CARD
1-12-49 gl

RECEIVED
JAN 4 - 1949
FOR FILING

5-57 (1)

2983

January 3, 1949

General Casualty Co.of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Roy Norquist, on contract No. 2983, covering the Meadow Brook-Bud Bridge Section of the Starkey Secondary Highway in Union County. This payment, in the amount of $7,901.43, will be made on or after January 13, 1949. The retained percentage is $1,385.83.

There are claims filed against this project of which you have been previously notified, aggregating $1,976.00.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
1-3-47 gf

RECEIVED
JAN 4 - 1949
FOR FILING

8-57-(1)

2983

x 538

2983

December 6th 1948

Mansfield & Company
302 Lewis Building
Portland, 4, Oregon

Gentlemen:

We have this date paid the claim of Leland Coleman in full.

Yours Very Truly

By S.F. Clark
For Roy Marquist

cc State Highway Dept.
LFC

NOTED ON CARD
12-7-48 SFC

RECEIVED
DEC 7 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1948
FOR FILING

S-57(1)

2983

Mrs. Lewis
Note on card

1953

m 938

F, 1-3

Mansfield & Company
902 Lewis Building
Portland 4, Oregon

Gentlemen:

We have this date paid the claim of Wayne Coleman in full.

Yours very truly,

Roy Norquist

By A. G. Hockman

cc State Highway Dept.
AGH:mlv

NOTED ON CARD
12-6-46 gl

RECEIVED
DEC 6 1948
OREGON
STATE HIGHWAY COMMISSION

RETURNED TO
Gilliam
BY SECRETARY

note return
this is not a release of the claim

NOTED
QUER

RECEIVED
DEC 8 1948
FOR FILING

8-51 (1)

2983

Mrs. Lewis
note on card

Files

December 3, 1948

General Casualty Company of America
Mansfield & Company, Agent
302 Lewis Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim in the amount of $192 was filed by Leland Coleman for labor furnished Ray Norquist under our Contract No. 2983 for work on the Nestucca Bridge Section of the Pacific Coastway Highway in Tillamook County.

This information is provided as your company appears on surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Ray Norquist
775 Long Street
South Bend, Oregon

NOTED ON CARD
12-3-48 gf

TO: OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

Notice hereby is given that the undersigned Leland Coleman has a claim for labor in the sum of $132.00 against the bond taken from ROY NORQUIST as principal and GENERAL CASUALTY COMPANY OF AMERICA as surety on Contract 2983 for work on the Meadowbrook-Red Bridge Section of the Starkey Secondary Highway in Union County, Oregon.

Dated this 24th Day of November, 1948.

LELAND COLEMAN

1601 "T" Avenue, La Grande, Oregon

ENDORSED:
File No. 3117
Filed November 29, 1948
Earl T. Newbry, Secretary of State

OFFICE COPY

December 3, 1945

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge your letter of December 2 to which was attached three copies of a claim filed with your office by Leland Coleman in the amount of $132 against the bond taken from Roy Hoequist on our Contract No. 2963 for work on the Meadow Brook-Rail Bridge Section of the Stiffey Secondary Highway in Union County.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

MAQ:dr

NOTED ON CARD
12-3-45 g R

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 2, 1948

Contract 2983

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of November 29, 1948, a notice of claim by Leland Coleman for the labor furnished in the sum of $132.00 against the bond taken from Roy Norguist as principal and General Casualty Company of America as surety, for construction of the Meadowbrook-Red Bridge Section of the Starkey Secondary Highway in Union County, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
DEC 3 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
12-3-48 gk

RECEIVED
DEC 8 1948
FOR FILING

Mrs. Lewis
Note on card

Files

X-57 (1)
2983

December 2, 1948

Hon. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of December 1 to which was attached three copies of a claim filed with your office by Ogyan Coleman against the bond taken from Roy Marquist under our Contract No. 2983 for work on the Meacham Creek-Red Bridge Section of the Starkey Secondary Highway in Union County.

This claim is in the amount of $244 for the use of a caterpillar tractor.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:dr

NOTED ON CARD
12-2-48 gf

Contract 2983

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 1, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of November 29, 1948, a notice of claim by Wayne Coleman for the labor and use of caterpillar in the sum of $844.00 against the bond taken from Roy Norquist as principal and General Casualty Company of America as surety, for work on the Meadowbrook-Red Bridge Section of the Starkey Secondary Highway in Union County, for the Oregon State Highway Commission.

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

REFERRED TO
SECRETARY

RECEIVED
DEC 1948
OREGON
STATE HIGHWAY COMMISSION

12-2-48

Mrs. Lewis
note on card

December 2, 1948

General Casualty Company of America
Mansfield and Company, Agents
302 Lewis Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim received by us today from the Secretary of State. This claim was filed by Ingmar Coleman in the amount of $844 for the use of a caterpillar tractor against the bond taken from Ray Berquist under our Contract No. 2983 for work performed on the Meadow Brook-Red Bridge Section of the Sterling Secondary Highway in Union County.

This information is provided as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

VHG:dr

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington
Attn: Legal Department

Ray Berquist
775 Long Street
Sweet Home, Oregon

NOTED ON CARD
12-2-48 gl

TO: OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

Notice hereby is given that the undersigned Wayne Coleman has a claim for labor and use of caterpillar in the sum of $844.00 against the bond taken from ROY NORQUIST as principal and GENERAL CASUALTY COMPANY OF AMERICA as surety on Contract No. 2983 for work on the Meadowbrook-Red Bridge section of the Starkey Secondary Highway in Union County, Oregon.

Dated this 24th day of November, 1948

WAYNE COLEMAN

1601 "T" Avenue, La Grande, Oregon

ENDORSED:
File No. 3118
Filed November 29, 1948
Earl T. Newbry, Secretary of State

RECEIVED
DEC 21 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

November 29, 1948

P. O. BOX 3900
PORTLAND 8, OREGON

FAS-57(1)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS-57(1)
Meadow Brook-Red Bridge Section
of the Starkey Highway.

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
DEC 1 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WA8pr 7562

State Oregon

Federal Aid Secondary

Project No. FAS-97(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15 day of November, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 19 47, a project statement, which was approved on the 29th day of January, 19 48, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-three thousand and 00/100

dollars ($ 23,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

UNITED STATES
ARTICLE IV.
actually pert

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1957; Chapter 31, Laws 1959; Chapter 329, Laws 1959.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 499+00 in the SW 1/4, Section 30, T. 3 S., R. 36 E., W.M., and survey station 525+00 in the SW 1/4, Section 30, T. 3 S., R. 36 E., W.M., without exception,

, length 2.65 miles, in Union County, being Oregon Federal Aid / Secondary project No. FAS-57(1), consisting of 2.65 miles of roadway and No bridges, None of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

OREGON DISTRICT
NOV 26 1959

available

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of twenty-three thousand and 00/100 dollars ($23,000.00), which does not exceed the authorized Federal pro rata share of forty-three thousand, eight hundred fifty-five and 00/100 dollars ($43,855.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 360, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By [redacted]
[redacted]
(Title of officer)

By [redacted]
[redacted]
(Title of officer)

By [redacted]
[redacted]
(Title of officer)

Attest [redacted]
SECRETARY

By [redacted]
(Title of officer)

By [redacted]
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [redacted]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11870-3

RECEIVED NOV 23 OREG

RECEIVED
NOV 12 1948
FOR FILING
6-59-1

Mrs. Lewis
note on card

November 13, 1948

General Casualty Company of America
Mansfield and Company, Agent
302 Lewis Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Mr. Eugene Coleman of 1601 T Avenue, La Grande, Oregon, in which he claims that Roy Norquist owes him the sum of $44 and his brother, Leland Coleman, the sum of $132 for services rendered by them to Roy Norquist under Contract No. 2681 for grading and topping on the Meadow Brook-Red Bridge Section of the Stanley Secondary Highway.

A copy of Mr. Coleman's letter is attached.

This information is provided you as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

VHQ:dr
Enc.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Roy Norquist
775 Long Street
Sweet Home, Oregon

NOTED ON CARD
11-15-48 gr

Mrs. Lewis
notified

November 15, 1948

Mr. WayneColeman
1601 T Avenue
La Grande, Oregon

Dear Mr. Coleman:

We have today received your letter of November 13 in which you state that Ray Norquist owes you the sum of $844 and your brother, Leland Coleman, the sum of $132. This is in connection with Contract No. 2983 held by Ray Norquist for work on the Meadow Brook-Red Bridge Section of the Starkey Secondary Highway.

In reply to your questions we can state that at this date neither the semi-final nor the final estimate has been paid on this job.

The surety is the General Casualty Company of America whose agent is Mansfield and Company, 302 Lewis Building, Portland 4.

If you feel it is necessary we would suggest that you file your claim with the bonding company and also file a claim with the Secretary of State to protect your claim beyond the six months period after the job has been completed and accepted.

For your information the job was completed August 31, 1948, and accepted by the Commission on September 14, 1948.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
11-15-48 gp

2983

1601 T Avenue
La Grande, Oregon
November 13, 1948

Engineering Department
Oregon State Highway Department
Salem, Oregon

Gentlemen:

The undersigned Wayne Coleman, as one of the members of the partnership of Coleman Brothers, has been driving his own tractor in the construction of the Red Bridge-Meadowbrook section of the Starkey Road in Union County, under employment by Roy Norquist, the original contractor. My brother, Leland Coleman, has also been doing day labor on the same job.

At this writing, my brother has wages due and unpaid of $132.00, and I have due andunpaid to me the total sum of $844.00. These sums have been owing to us since the 21st day of July, 1948.

I am writing now to inquire of you:

First, has Mr. Norquist been paid his final estimate on this job?

Second, what is the name and address of his bonding company?

Third, can you give me any suggestion as to how we can collect our money?

Thanking you, I am,

Very truly yours,

Wayne Coleman

Wayne Coleman

REFERRED TO BY SECRETARY

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
11-15-48 gl

P.S. I noted on the one check that I received from Mr. Norquist he had my name erroneously written as "Tolman."

RECEIVED
NOV 17 1948
FOR FILING

Mrs. Lewis
Note on card

November 15, 1948

General Casualty Company of America
Mansfield and Company, Agent
302 Lewis Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Mr. E. E. Moore whose address is Pine Cone Motel, La Grande, Oregon, regarding payment in the amount of approximately $1,000 due him for equipment rental on Contract 2969 with Roy Norquist for work on the Meadow Brook-Red Bridge Section of the Starkey Secondary Highway.

We advised Mr. Moore that neither the semi-final or final estimates had as yet been received on this job.

This information is provided to you as your company appears as surety under the above contract.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

TMR:dr
Enc.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Roy Norquist
775 Long Street
Sweet Home, Oregon

MAILED ON DATE
11-15-48 dr

RECEIVED
NOV 17 1948
FOR FILING

Yes Mrs. Lewis note on card

2983
AS 57 -(1)

November 15, 1948

Mr. W. H. Moore
Pine Cone Motel
La Grande, Oregon

Dear Mr. Moore:

This is to acknowledge your letter of November 13 in which you state that Mr. Roy Norquist owes you approximately $1,000 for equipment rental on Contract No. 2983 for work on the Meadowbrook-Kel Bridge Section of the Starkey Secondary Highway in Union County.

At this time neither the semi-final nor the final estimate has been received.

If you wish to file a claim on this job we suggest that you place it with the General Casualty Company of America whose agent on this job is Mansfield and Company, 302 Lewis Building, Portland 4. In case you feel it necessary to protect your claim beyond the six months period after the job has been completed and accepted by the Commission, we suggest that you file a claim with the Secretary of State. We are enclosing herewith an excerpt from the Oregon law explaining the necessary procedure.

For your information this job was accepted by the Commission on September 14, 1948.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr
Enc.

NOTED ON CARD
11-15-48 gf

La Grande, Oregon
November 13-48

2983

State Highway Commission
Salem, Oregon.

Dear Sirs:

I would like to know if Roy Norquist of Sweet Home, Ore. contractor on Starkey Hwy. job this summer, has received his final estimate yet? my equipment was rented to him and it has been nearly ninety days since I was through and I still have appropimately $100 due me.

I understand that a claim for money due has to be filed with the Bonding company within 90 days after separation. my 90 day will be up Nov. 23.

I was wondering if you knew and would send me the name of Company he is bonded with, & what procedure to take to put in my claim.

Have been waiting, thinking I would get balance due me. Will you please send me this information as soon as possible so that I can file claim by the 23rd if necessary.

Yours truly.

Ed W. Moore

Pine Cone Motel
La Grande, Oregon.

REFERRED TO
BY SECRETARY

NOTED ON CARD
11-15-48

RECEIVED
DEC 21 1948
FOR FILING

FAS57(1)

November 1, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of easement covering encroachment on the Mt. Hood Lumber Company Railroad right of way in connection with construction of the Hood River-Bend Bridge Section, Project No. FAS-57 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ps
Encl.

August 5, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As we have not received copies of the agreement with the logging railroad covering the encroachments on Oregon Project No. FAS-57(1), Meadow Brook-Red Bridge Section of the Starkey Highway, requested in our letter of February 20, 1948, it will be necessary to withhold preparation of the project agreement.

It will be appreciated if you will submit these documents at an early date.

Very truly yours,

T. H. DAVIS
District Engineer

RECEIVED
SEP 23
FOR FILING

8-57 (1)
2983

September 21, 1948

General Casualty Co. of America
Mansfield & Co., Agent
308 Lewis Bldg.
Portland 4, Oregon

H. R. GLASSYER

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Ray Norquist a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2983 for grading and topping on the Meador Brook-Red Bridge Section of the Starkey Secondary Highway in Union County. This payment, which is in the amount of $10,387.64, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $1,141.46. The present payment to the contractor will be made on or after October 1, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD
9-21-48 GR

RECEIVED
SEP 21 1948
FOR FILING

FAS-57(1)

September 17th, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Attached please find copy of a letter from E. F. Goldsby, Division Engineer, regarding the use of talus on Oregon Project FAS-57(1), Number Brush-Ind Bridge Section of the Stanley Highway.

While I have not seen this, it apparently is considered that this will be a more substantial and easily maintained topping than had the gravel originally specified been used.

Very truly yours,

H. G. Smith
Acting State Highway Engineer

HGS:AR
Enc.

cc to: H. G. Smith

RECEIVED
SEP - 9 1948
FOR FILING

8-57 (1)

2983

September 7, 1948

Mr. R. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on August 31, 1948 on Contract No. 2983, Steel Structural Bridge Section in connection with Federal Aid Project No. 8-57 (1).

Very truly yours,

R. H. Hildreth
State Highway Engineer

By

H. C. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong

HHP:md

Form H-1—SM—1-48

8-57 (1)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending ~~XXXX~~ Sept.4,1948, 19

Section Meadow Brook - Red Bridge

Highway Starkey Secondary

Contractor Roy Norquist

Date of contract Mar.11,1948, 19

Date work started Mar.22,1948, 19

Amount of contract . . . . . $ 39869.00

Kind of work Grading and topping

Section prefix 131-1017

Contract number 2983

Date of completion Aug.31,1948, 19

Estimated date of completion Aug.31,1948, 19

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 42,500

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 2000.00, 62 %

Date project was completed Aug.31,1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed ~~x~~ in the specified time, and the contractor did a very good job. was easy to handle, and did his best at all times.

RECEIVED
SEP 9 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOOTH

Signed O. H. McComb

Address LaGrande Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.63	2.63			
Miles partially completed					
Miles completed	2.63	2.63			
Total estimated quantities	40,000	8700			
Estimated quantities moved or placed to date	38,000	8700			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
SEP - 3 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
FAS-57(1)

August 31, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

During a recent inspection of Oregon Project FAS-57(1), Meadow Brook-Red Bridge Section of the Stayton Highway, it was noted that Roadbed topping was being obtained from a talus deposit at about station 460.

The approved specifications provide for the obtaining of gravel topping from a pit near station 439+00, and do not provide for alternate sources.

Apparently the material being used is satisfactory, however we must insist that when changes in sources and kinds of materials are found desirable that this office be advised and test reports furnished.

We would appreciate advice as to the reasons for this change from the specifications and test reports covering the talus material being used.

Very truly yours,

T. M. DAVIS
District Engineer

Copy to Smith

RECEIVED
SEP 1 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 16 1948
FOR FILING

OREGON DISTRICT
FAS-57-1

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 5, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

As we have not received copies of the agreement with the logging railroad covering the encroachments on Oregon Project No. FAS-57(1), Meadow Brook-Red Bridge Section of the Starkey Highway, requested in our letter of February 20, 1948, it will be necessary to withhold preparation of the project agreement.

It will be appreciated if you will submit these documents at an early date.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

Copy to Probert

RECEIVED
DEC 21 1948
FOR FILING

S-57(1)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Meadow Brook-Red Bridge Section, Project S-57 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gm

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. [illegible]-57(1)

SEARCY BROOK-NE MINOR SECTION

OF THE SEARCY HIGHWAY IN WISE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

All Required		Clearing and Grubbing			$ 3,000.00
500	cu. yds.	Structural Excavation, Unclassified		$ 4.00	000.00
40,000	cu. yds.	General Excavation, Unclassified		0.60	24,000.00
4,000	yd. sta.	Short Overhaul		0.02	1,000.00
800	8-yd. sta.	Long Overhaul		0.50	400.00
2.63	miles	Finishing Roadbed & Slopes		300.00	789.00
40	lin. ft.	18" Corr. Metal Pipe		5.00	200.00
200	lin. ft.	18" Concrete Pipe		5.00	1,000.00
6	lin. ft.	36" Concrete Pipe		15.00	90.00
160	lin. ft.	Salvaging Culvert Pipe		2.00	320.00
8,700	cu. yds.	Selected Roadbed Topping		0.60	5,220.00
16,000	yd. sq.	Scaling Roadbed Topping		0.15	2,400.00
170	M-gals.	Sprinkling		2.00	340.00
		Subtotal			$39,869.00
		10% Engr. & Cont.			3,986.90
		Total			$43,855.90
		Length of Roadway	2.682 miles		
		Cost per mile	$ 16,607.93		

Federal Aid Secondary Funds	$23,000.00
State Funds	20,855.90
	$43,855.90

State Funds for Construction: Chap. 175, Laws 1947; Chap. 31, Laws 1949; Chap. 529, Laws 1939.
State Funds for Maintenance: Chap. 529, Laws 1939.

RECEIVED
APR 9 1948
FOR FILING

S-570(1)

April 8, 1948

Mr. Ray Norquist
775 Long Street
Sweet Home
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2983, which was awarded to you on March 11, 1948 by the State Highway Commission, covering the Meadow Brook-Red Bridge Section of the Starkey Secondary Highway, in Union County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 16 1948
FOR FILING

S-57(1)
#2983

March 15, 1948

Mr. Roy Sorquist
775 Long Street
Sweet Home, Oregon

Gentlemen:

The State Highway Commission on March 11, awarded you the contract for grading and roadbed topping on the Meadow Brook-Red Bridge Section of the Starkey Secondary Highway in Union County. This award was based on your low bid of $39,869.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

RECEIVED
MAR 22 1948
FOR FILING
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

S-57(1)

March 11, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-57(1), Meadow Brook-Red Bridge Section of the Starkey Secondary Highway, to Roy Norquist, Sweet Home, Oregon, who submitted the low bid .

Very truly yours,

T. M. DAVIS
District Engineer.

Copy to Pickett

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 19
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

S-57(1)

February 20, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project S-57(1), Meadow Brook - Red Bridge Section of the Starkey Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

When executed, please furnish the usual number of copies of easement covering encroachment of logging company railroad right-of-way near the center of the project.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 25 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1948
FOR FILING

S-57(1)

February 11, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Meadow Brook-Red Bridge Section, Project No. S-57 (1).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

MEADOW BROOK-BAR BLUFF SECTION

PROJECT NO. S-57 (1)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

February 11, 1948

Oregon State Highway Department

Federal Aid Secondary
Project No. S-57 (1)

MEADOW BROOK-RED BLUFF SECTION
OF THE STARKEY HIGHWAY IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 11, 1948

All Required		Clearing and Grubbing		$ 4,000.00
200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	600.00
40,000	cu. yds.	General Excavation, Unclassified	0.75	30,000.00
64,000	yd. sta.	Short Overhaul	0.02	1,280.00
860	C-yd. sta.	Long Overhaul	0.50	430.00
2.63	miles	Finishing Roadbed and Slopes	500.00	1,315.00
40	lin. ft.	18" Corr. Metal Pipe	3.00	120.00
200	lin. ft.	18" Concrete Pipe	3.00	600.00
6	lin. ft.	36" Concrete Pipe	10.00	60.00
160	lin. ft.	Salvaging Culvert Pipe	1.50	240.00
8,700	cu. yds.	Selected Roadbed Topping	0.75	6,525.00
16,000	yd. mi.	Hauling Roadbed Topping	0.15	2,400.00
170	M-gals.	Sprinkling	3.00	510.00
			Subtotal	$48,080.00
			10% Engr. & Cont.	4,808.00
			Total	$52,888.00

Length of Roadway 2.628 miles
Cost per mile $ 20,124.80

Federal Aid Secondary Funds	$23,000.00
State Funds	29,888.00
	$52,888.00

32-1108 Washington State Line-Flora Jct. Sec., Enterprise-Lewiston Hwy. 1948

#2984

RECEIVED
JUL 17 1950
FOR FILING

32-1108

2984

OREGON STATE HIGHWAY COMMISSION

March 31, 1950
(Date)

220h (Contract No.) | 12-final (Est. No.) | E. M. Fechner Co. (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
4808	371791	2,868.67	3/30/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

ACCOUNTING DIVISION

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed JUL 14 1950

NOTED ON CARD
7-14-50 gl

OREGON STATE HIGHWAY COMMISSION

March 31, 1950
(Date)

2984 (Contract No.)	12-final (Est. No.)	Stacknor E. M. Itehner Co. (Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
4802	371791	2,868.67	3/30/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: July 15, 1949

ACCOUNTING DIVISION

Completed: Oct. 18, 1949

Contract Accepted: No

Time Extensions: Extended to July 15,1950 with penalty

Penalties: 1.That no oiling work shall be done between 9-30-49 and 5-1-50.
2.That all engineering costs incurred after 7-15-49 be assessed.
Claims: 3.That contractor be required to reimburse the State for cost of maintaining the surfacing from 9-30-49 until the oil mat surfacing is completed.
Remarks: No claims of record.

Date: 4-4-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

~~Warrant mailed.~~ Hold warrant until further advised by me

RECEIVED
FEB 23 1950
FOR FILING

32-1108

2984

F-1 10

February 20, 1950

Mr. E. H. Steiner
Molalla, Oregon

Dear Sir:

I have discussed with Mr. E. F. Childsey, Division Engineer, your request that 598 cubic yards of 1½" - 0" material left on your project be paid as stock-pile material instead of rejects. Your request was based on the fact that the contract indicated that the oiling would require 800 cubic yards of 1½" - 0" instead of the 202 cubic yards actually used and, therefore, it is unfair to pay for it as rejects.

Mr. Childsey's reason for paying this as reject was that the material could not be used due to the lateness of the season, and he feels that you had ample time to have completed the job so that the oiling could have been done in warm weather when the 800 cubic yards would have been used. At the time you finished the oiling, it was useless to place the 1½" - 0", as the oil chilled too quickly to take this material.

It will be necessary for us to send the road through the entire summer, which will cost us a great deal of money. In addition, Mr. Childsey advises that he purchased 598 cubic yards of 3/4" - 0" to help cover the underrun in oil aggregates.

Since both the resident and division engineer feel that you were unnecessarily dilatory in completing the job, I do not feel there are any grounds for a reversal of their ruling and, therefore, cannot recommend any change in the final estimate as submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. E. F. Childsey

FORM S-90X 10M 1-40 SHELL

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 14, 1940

SUBJECT:

To: Mr. H. C. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Refer to your letter of February 2nd in regard to Mr. Stadter's request for additional payment for the excess 3"-0" rock left on the Washington State Line-Plaza Junction Section. Mr. Stadter requests additional payment of $1.75 per yard for 595 cubic yards of 3"-0" mineral aggregate left on this project. His request is based on the argument that the contract wherein that amount. The undertow was caused by the ~~us~~ completing the job in time to do the oiling in favorable weather and due to the cold weather we were unable to use the full amount of crushed material on the project.

I recommend that he not be paid for the full amount of the rock in question for the following reasons.

Firstly, the contractor was entirely responsible for the fact that the oiling operations were delayed until so late in the season.

Secondly, it will be necessary for state forces to place a large amount of this rock on the road to meet blending with aggregate now left, anyway. This crushing placed by our forces will cost us an estimated $1.25 a yard to place.

Thirdly, through Price Agreement No. 1 we purchased 595 cubic yards of 3"-0" rock at $1.25 a yard to help cover the material in mixing aggregate.

Fourthly, the crushed material on this project, exclusive the estimate of 595 cubic yards, has amount of this material was paid at $1.25.

Fifthly, the contractor's delayed operations on this project have already resulted in the State not to be blamed for the failure of the oiling operations to have been a very unfavorable one, as the following year that section has the best oiled roads.

Sixthly, I believe that the amount is so inconsiderable that the contractor not be allowed additional payment for this crushed material.

Very truly yours,

L. R. Gilbert
Division Engineer

LRG:

RECEIVED Baldock
APR 10 1950
FOR FILING

April 4th, 1950

FINAL COST ANALYSIS

Washington State Line-Flora Junction Section — Enterprise-Lewiston Highway
Contract #2934 — Prefix 32-1108-201(41)
Surface and Oil
E. H. Itschner Co., Contractors
J. C. Hiatt, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
1½"-0" Cr. Rock in Subbase	24,242	Cu. Yd.	$2.61	$2.30	$63,206.35	$55,756.60
4"-2" Cr. Rock in Base	18,145	" "	2.32	2.05	42,162.04	37,197.25
3/4"-0" Cr. Rock in Base and Shoulders	11,927	" "	2.66	2.05	31,709.14	24,450.35
Sprinkling	2,600.6	M/Gal.	2.56	2.00	6,665.83	5,201.20
Preparation of Base	9.47	Mile	178.50	200.00	1,696.55	1,894.00
Furn. & Place Aggregates	3,021	Cu. Yd.	3.03	3.55	9,153.63	10,724.55
Furn. & Place 151-200 Asphalt	299.7	Ton	51.10	45.00	15,314.67	13,486.50
Furn. & Place RC-3 Asphalt	164.02	"	52.56	46.00	8,621.29	7,544.92
3/4"-½" Cr. Rock in Stockpile	1,339.65	Cu. Yd.	2.38	2.00	3,188.37	2,679.30
½"-¼" Cr. Rock in Stockpile	1,123.83	" "	2.38	2.00	2,674.72	2,247.66
¼"-0" " " " "	615.87	" "	2.38	2.00	1,465.77	1,231.74
SP Screen Rejects in Stockpile	928.3	" "	0.25	0.25	232.08	232.08
SP Screen Rejects on Road	3,021	" "	0.25	0.25	755.25	755.25
SP Hauling Screen Rejects on Road	7,360	Yd. Mi.	0.12	0.12	883.20	883.20
PA #1, Purchase Excess 3/4"-½" Cr. Rock in Stockpile	594	Cu. Yd.	2.38	1.80	1,413.72	1,069.20
Force Account					2,486.25	2,681.88
Less - Excess Engineering Cost						- 2,167.94
Cookhouse					5,508.50	4,098.20
					$197,137.36	$169,965.94

	Gross Revenue	Total Cost	Loss	% Loss
E. H. Itschner	$139,303.09	$165,861.58	$26,558.49	19.1
O. C. Yocum Co.	30,662.85	31,275.78	612.93	2.0
Total	$169,965.94	$197,137.36	$27,171.42	16.0

Detail of Cost

Washington State Line-Flora Junction
E. H. Itschner

Labor:		
Supervision	$6,800.00	
Labor	31,143.93	
State Industrial Accident Insurance	671.77	
Unemployment Insurance	934.32	
Social Security	311.44	
		$41,861.46
Equipment Rental & Misc.:		
Equipment Rental	$48,032.00	
Rented Equipment & Trucks (Includes Gas, Oil, Grease and Drivers)	34,525.75	
Gas, Oil and Grease	10,229.23	
Explosives	5,744.43	
Freight	6,638.59	
P.U.C. Fees	58.03	
Insurance	149.13	
Bond	1,244.01	
Small Tools & Misc.	6,534.73	
Cookhouse (Includes cook's wages)	5,508.50	
Home Office and General Overhead	2,950.00	
		121,614.40
Amount paid O. C. Yocom Co. for 151-200 and RC-3 Asphalt in Excess of Bid Prices		2,385.72
T o t a l C o s t		$165,861.58

Breakdown of Crushing Costs

Item	Amount	Total Cost	Unit Cost
Drill & Shoot	61,008	$19,729.01	$0.323
Load in Quarry	"	17,792.63	0.292
Haul to Crusher	"	9,166.43	0.150
Crush	"	39,480.60	0.647
	Cost in Bunker		$1.412

Detail of Cost

O. C. Yocom Co., Subcontractors

Labor:					
Supervision				$325.00	
Labor				5,564.70	
Labor Insurance				278.34	
					$6,168.04
Materials:					
151-200 Asphalt	299.7	Ton	at $21.00	$6,293.70	
RC-3 Asphalt	164.02	"	" 23.00	3,772.46	
Freight on Asphalt	463.62	"	" 11.65	5,401.17	
					15,467.33
Equipment Rental and Miscellaneous:					
Equipment Rental				$3,080.25	
Rented Equipment				2,561.36	
Gas, Oil and Grease				2,251.57	
Small Tools and Misc.				836.25	
Home Office and General Overhead				910.98	
					9,640.41
Total Cost					$31,275.78

Remarks:

This was a "State Project" calling for the surfacing and oiling of 9.47 miles of highway roadbed and the furnishing of 3,000 cubic yards of crushed rock in stockpile. The project was bid and awarded March 15th, 1948, work was started June 15th, 1948, and completed October 28th, 1949.

All items except the placing of the aggregates and the furnishing and placing of the asphalt were handled by the contractor, with the oiling items being handled by the O. C. Yocom Co.

Crushing of the crushed rock items was handled with a large crusher consisting of a 24" x 36" jaw crusher, 4' x 6' plate feeder, 3' cone crusher, 3' trailer crusher, 20" x 40" rolls crusher, three diesel motors, one pulling direct, one with a 60 K.V. generator and one with a 75 KV generator, six conveyors ranging from 40' to 90' in length, twelve electric motors ranging from 2 h.p. to 60 h.p., one 60 cu. yd. steel bin and miscellaneous small equipment. The shooting of the quarry was handled by one 215 cu. ft. compressor, one 315 compressor, one wagon drill and two jackhammers. Loading and hauling to the crusher was done by an antiquated 1½ cu. yd. shovel and two 5 cu. yd. dumptors. All materials were hauled to stockpile and to the road by hired trucks except for one company truck which hauled to close stockpiles and also hauled waste materials. Street equipment consisted of two blades of which only one worked at any one time, two rollers, one company-owned and one rented and a home made spreader box. Sprinkling was handled by one company truck, one hired truck and a 4" water pump. Miscellaneous equipment consisted of one equipment and tool trailer, one electric welder, one pickup, one auto, one 30-ton trailer and small equipment and tools.

Equipment used by the subcontractor for oiling consisted of one roller, one distributor, one two-car oil heater, six 8 cu. yd. trucks, one 1,500-gallon transport and two pickups, with one blade, one half-yard shovel and four 1,500-gallon transports being hired for extra equipment as the job did not justify the moving of much equipment and hiring was cheaper than moving.

Crushing was very slow due to poor supervision, especially in the drilling and shooting of the quarry, inability to get competent labor and plant shutdowns because of inadequate equipment to take care of the street work and insufficient water.

Street work was handled very haphazardly with insufficient equipment, inadequate supervision, a very poor grade of labor and a general assumption by the contractor that the main purpose of the contract was to crush rock, and that the placing and maintenance of the materials on the roadbed was a minor item. This attitude was a contributing factor in the large loss sustained, as the plant itself was capable and did at times produce sufficient crushed materials to show a slight profit.

Oiling operations were handled by a competent subcontractor, but due to the late starting date, September 26th, operations were held up for seven days by rain and show during the course of the work. This long delay resulted in extra costs which the job could not justify and the items showed a slight loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
FOR FILING

32-1108
2984

Salem, Oregon
February 1, 1950

Mr. H. O. Smith

Two sons of E. H. Itschner called at the office yesterday and protested as to the amount of ¼"- 0" mineral aggregates allowed on their Plora-Washington State line contract.

It was the Itschner's contention that specifications called for some 600 yards plus ¼" - 0", that only 115 yards were used, and that they were allowed only 25¢ a yard for the materials not used. They are requesting payment comparable to regular price for stockpiled material for the underrun quantity.

They also protested the engineering penalty on this job, but I advised them that the engineering penalty would stand and that no further consideration would be given toward its elimination.

Please advise me if you think there is any merit to their request for additional payment for the approximate 500-yard underrun of ¼" - 0" mineral aggregate.

W. C. Williams

WCW:me

RECEIVED
JAN 24 1950
FOR FILING

32-1102

2954

January 23, 1950

Great American Indemnity Co.
Wells,Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2954, covering the Washington State Line-Plora Junction Section of the Enterprise-Lewiston Highway in Wallowa County, has been completed by the contractor, E. H. Itschner Co., and that final payment in the amount of $2,868.67 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $165,867.74, of which amount $2,681.88 represents force account items. This contract was completed on October 18, 1949 but has not as yet been accepted by the Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

NOTED ON [illegible]
1-23-50 gf

RECEIVED
NOV 22 1949
FOR FILING

32-1102
2984

November 21, 1949

Great American Indemnity Co.
Wells, Reed & Hutchings, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to E. H. Itschner Co., on contract No. 2984, covering the Washington State Line-Flora Junction Section of the Enterprise-Lewiston Highway in Wallowa County. This payment, in the amount of $11,789.64, will be made on or after December 1, 1949. The retained percentage is $5,041.21.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-R1-49

Form E-1—SM—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Final No. 51

For Week Ending Oct. 22, 19 49

Section Wash. State Line-Flora Jct.

Highway Enterprise - Lewiston

Contractor E. H. Itschner Co.

Date of contract March 11, 19 48

Date work started June 7, 19 48

Amount of contract $164,670.00

Estimated cost of completed project, exclusive of engineering $167,700.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 14,000.00, ... %

Kind of work Surfacing & Oiling

Section prefix 32-1108

Contract number 2984

Date of completion July 15, 19 49

Estimated date of completion ....., 19 .....

Per cent of time elapsed 121 %

Date project was completed Oct. 18, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Shaping up of stockpiles was completed Tuesday.

This completes the project.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

Signed J. C. Hatt

Address Enterprise, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		9.47		9.47	
Miles partially completed					
Miles completed		9.47		9.47	
Total estimated quantities		53,980	3,000	3,029	
Estimated quantities moved or placed to date		53,980	3,000	3,029	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			2		

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-cold		
Monday	" "		
Tuesday	Cold-snow		
Wednesday	Overcast		
Thursday	Fair		
Friday	"		
Saturday	"		

RECEIVED
OCT 24 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 24 1949
FOR FILING

32-1108

2984

August 23, 1949

E. M. Itschner Co.
Molalla
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 19, 1949, had under discussion your request for an extension of time of 364 days, from July 15, 1949 to July 15, 1950, within which to complete your contract No. 2984 for surfacing and oiling the Washington State Line-Ukiah Junction Section of the Enterprise-Lewiston Highway in Wallowa County.

The Highway Commission granted your above request, subject to the following provisions:

1. That no oiling work shall be done between September 30, 1949 and May 1, 1950.

2. That all engineering costs incurred on this project after July 15, 1949 be assessed against the contractor.

3. That the contractor be required to reimburse the State for cost of maintaining the surfacing from September 30, 1949 until the oil mat surfacing is completed.

The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

W. G. Smith

NOTED ON CARD

E-23-49 gl

RECEIVED

RECEIVED
AUG 10 1940
FOR FILING

32-1107

2984

August 9, 1940

Request for extension of time
No. 1
September 30 and May 1 working
days waiting

Oregon State Highway Commission

Gentlemen:

I submit herein a request of E. E. Thatcher Co. for an extension of time on Contract No. 2984, Huntington State Line-Flora Junction surfacing and oiling project, from July 15, 1940 to July 15, 1941.

The contractor has been dilatory in prosecution of his work and has not maintained an efficient organization and sufficient equipment on the project. His delay in completing the project will materially increase the cost of engineering on the project and entail additional expense upon the State for maintenance during the winter months.

I recommend that the extension be granted as requested, subject to the following provisions:

1. That no oiling work shall be done between September 30, 1940 and May 1, 1941.

2. That all engineering costs incurred on this project after July 15, 1940 be assessed against the contractor.

3. That the contractor be required to reimburse the State for cost of maintaining the surfacing from September 30, 1940 until the oil mat surfacing is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:mc hi
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
AUG 16 1949
FOR FILING

32-1108
2994

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 5th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

I call your attention to Mr. Itschner's reason for an extension of time, which statement is incorrect. He cannot keep a full crew because he does not have his work arranged to give them a reasonable amount of work. The engineers of the Department have secured blademen and other personnel for him repeatedly, but they have quit after two or three weeks.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
JUL 20 1949
FOR FILING

32-1108
2984

File

Salem, Oregon
July 19, 1949

Mr. E. F. Chidsey

Your letter addressed to Mr. H. G. Smith, under date of July 11, having reference to cleaning of ditches and maintenance of drainage facilities on the Flora-Washington State Line Section, has been referred to the undersigned.

I note your statement that cleaning ditches and slides has used up all available funds set up for the project. It further falls that cleaning of ditches is not properly a charge against the construction project, and arrangements should be made to do this work by maintenance forces.

You are advised that the project authorization on this project must not be overrun.

W. C. Williams

WCW:ms

cc Mr. H. G. Smith
Mr. E. A. Collier

RECEIVED
JUL 20 1949
FOR FILING

FORM E-80X 15M 5-49 51806

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 19, 1949

SUBJECT:

To:

Mr. E. F. Childsey
Division Engineer
Oregon State Highway Dept.
La Grande, Oregon

Dear Sir:

I have a copy of your letter to H. G. Smith about maintenance work on north end of Enterprise-Flora Highway.

We have no money in the budget for construction of a maintenance quarters there. If this section becomes reasonably stabilized in a couple of years, we might not need a permanent maintenance station there.

Can you rent some small shed there and put a crew there, with a plan in mind of using them there for a year or two but without buying permanent headquarters?

Very truly yours,

E. A. Collier,
Maintenance Engineer

EAC:ms
cc: W. W. Stiffler

NOTED
W. W. STIFFLER

FORM S-30 REV 8-48 20004

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
July 11, 1949

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Apparently it will be necessary for the State to spend considerably more money in connection with the Flora-Washington State Line Project in order to clean ditches, slides and keep the drainage facilities in repair during the construction project. Mr. Hiatt informs me that the ditches are again full, several small slides have occurred, and on the whole the job is suffering from the lack of such maintenance. The contractor on the job is not equipped to do the type of work and states that there is nothing in his contract that required him to do such work.

Maintenance on this section of highway is going to become a major project and should be cared for by a maintenance crew stationed in the vicinity of Flora. It is apparent that the maintenance on this section can not be handled efficiently from our headquarters in Enterprise and I recommend that we immediately plan on setting up a maintenance crew at Flora to do this work.

Cleaning ditches and slides has already used up all available funds set up for this project. The engineering funds are depleted due to the necessity of retracing the line throughout the entire project and some provision must be made to take care of the maintenance costs during the next year and after the completion of the project.

From all indications Mr. Itschner will not be able to complete the work on his contract until sometime next year.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hs
cc E. A. Collier

Williams

RECEIVED
NOV 18 1948
FO[illegible]G

32-1008

2984

Harvey Wells-Fred C. Reed ● General Agents
413 FAILING BUILDING - ATwater 7388 - PORTLAND 4, OREGON

November 16, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 2984
E. H. Itschner

Dear Mr. Baldock:

We wish to thank you for your letter of November 15th calling to our attention the fact that our principal is not satisfactorily performing his work under the above numbered contract.

Obviously, we are sincerely interested in seeing that all of our clients perform their work in a manner agreeable to the owner. We have taken steps today to contact Mr. Itschner to have him phone us, so that we can exert such influence as we may have to get him to acquire the proper number of trucks to speed up the hauling. How successful we may be is a matter which we are unable to determine. We would appreciate your keeping us advised and if satisfactory results are not forthcoming, we will try to exert more pressure.

Very truly yours,

GREAT AMERICAN INDEMNITY COMPANY

By Fred C. Reed.

FCR/mo

RECEIVED
NOV 17 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 16 1948
FOR FILING

32-1008
2984

November 15, 1948

The Great American Indemnity Company
c/o Harvey Wells-Hood Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

E. H. Ikehner is not performing satisfactorily on the Washington State Line-Flora Junction Section, Contract No. 2984, and I doubt very much if he can complete his contract within the time limit under his present method of operation. Therefore, I feel that it is not out of place to ask the Surety to talk with Ikehner to arrange for a more satisfactory performance on this job.

Ikehner has an adequate crushing plant and is producing rock in a satisfactory manner, but he will not secure an adequate number of trucks and his blading and rolling equipment has been practically of no use up to this time. He seems to feel that the truck situation will ease up sometime in the future and he can secure them much cheaper at a later date, but it is very important to get a light course of rock throughout the entire job before the grade gets cut up by the winter rains. On account of the lack of hauling, blading and rolling equipment, it has already been necessary for us to shut down the job repeatedly, and little will be accomplished from now on unless he displays an entirely different attitude toward the road work.

Ikehner has the crushing equipment necessary for a satisfactory job, but unless he is made to realize he is also building a road, I am afraid that the job will be strung out and delayed in an unnecessary manner. Therefore, I feel that a criticism of his operations by the bonding company would be of more benefit to him than anything the Highway Department could do.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. J. M. Devore
Mr. H. G. Smith
Mr. E. F. Chidsey

RECEIVED
APR 9 1948
FOR FILING

32-1008

April 8, 1948

E. H. Itschner Co.
Molalla
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2984, which was awarded to you on March 11, 1948 by the State Highway Commission, covering the Washington State Line-Flora Junction Section of the Enterprise-Lewiston Highway, in Wallowa County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Received

RECEIVED
MAR 16 19
FOR FILING

32-1008

#2984

March 15, 1948

Mr. E. K. Itschner
Molalla
Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for surfacing and oiling and furnishing crushed rock in stockpiles on the Washington State Line--Flora Junction Section of the Enterprise-Lewiston Highway in Wallowa County. This award was based on your low bid of $164,679.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - Mr. S. M. Probert

RECEIVED
MAR 22 1948
FOR FILING
32-1008
2984

WASHINGTON
OREGON

END OF CONTRACT
(Sta. 2167+00 Ahd)

Creek

DIVISION STATE HIGHWAY DEPARTMENT

Sketch Map

WASHINGTON STATE LINE - FLORA JCT.

SURFACING & OILING PROJECT

To be accompanied by Std Drg. No.
"Standard Guard Rail and

Creek

STATE LINE-FLORA JCT.

A OILING PROJECT

To be accompanied by Std Drg No D864, viz
"Standard Guard Rail" and
"Standard Sight Post"

Creek

STOW STATE LINE - FLORA JCT.

FACING & CURBING PROJECT

WILLIAMS COUNTY

To be accompanied by Std Dgs 461 case, viz
"Standard Guard Rail" and
"Standard Sight Post"

29184

WASHINGTON

OREGON

N. END OF CONTRACT
STA. 0+00 (MP 0.00)

Buford

Creek

T.6 N.
T.5 N.

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

WASHINGTON STATE LINE - FLORA JCT.

SURFACING & OILING PROJECT

SUTTENFIELD - LEWISTON HIGHWAY

WALLOWA COUNTY

Scale: 1" = 2000' Feb. 1948

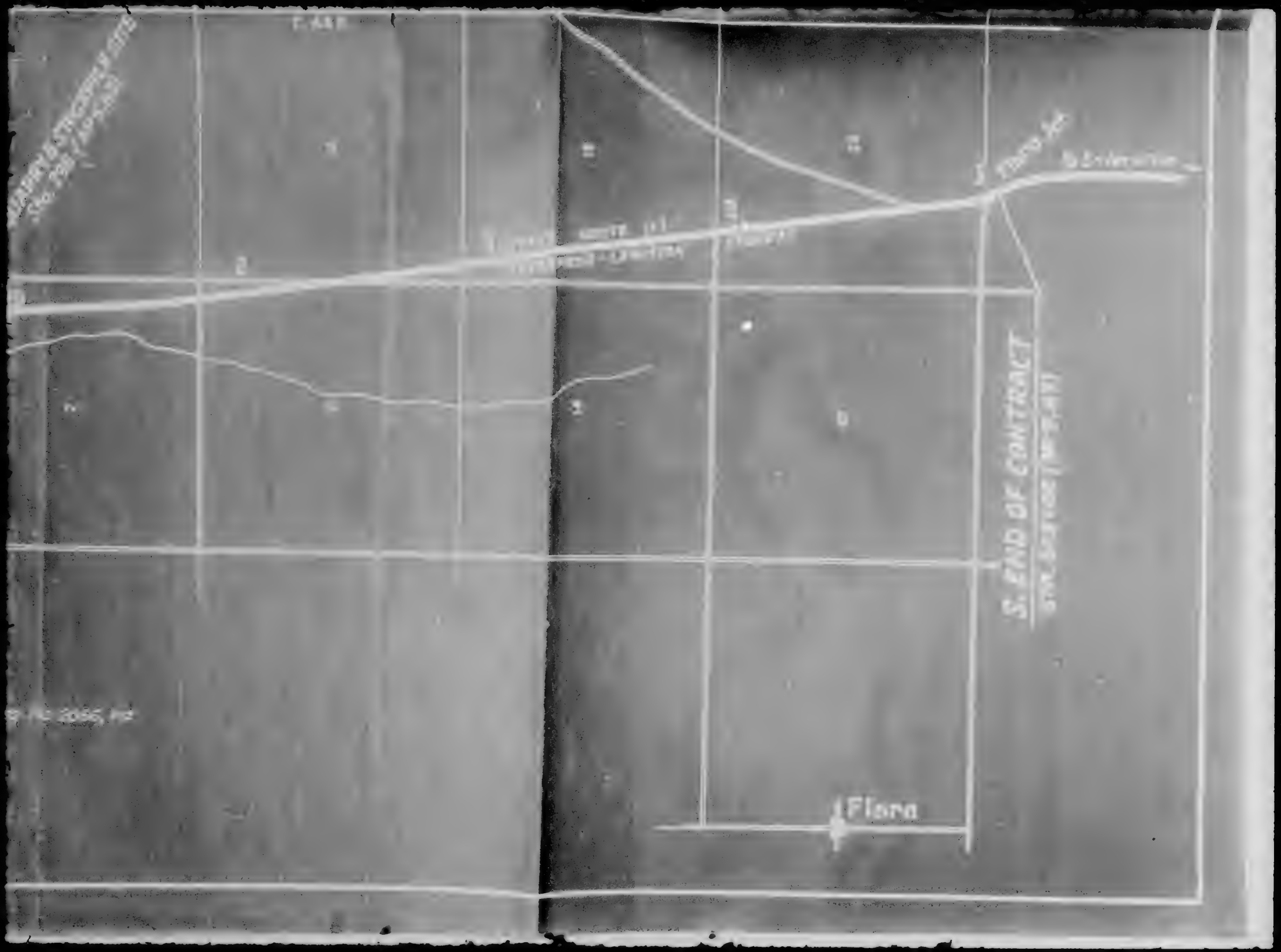
To be accompanied by Std. Drg. No. 2356
"Standard Guard Rail" and
"Standard Sight Post."

T.45E

T.44E

S. END OF CONTRACT

Drg. No. 2056-F


Flora

6-4211 Clean & paint all structural steel
below roadway & sidewalk slabs on
2985 McCullough Bridge--Ore Coast H. 1948

RECEIVED
DEC 10 1948
FOR FILING

6-4211

2985

F. [illegible] Mrs. Lewis note on card

December 7, 1948

J. E. Morris Company
2639 Webster Street
Berkeley 5, California

Gentlemen

We have a carbon copy of your letter dated December 3 addressed to E. E. Phillips and Company concerning a claim filed by the Unemployment Compensation Commission in the amount of $135.

I called Mr. Claude M. Jones, Assistant Attorney General with the Unemployment Compensation Commission, regarding this matter and we have today received a letter from him in which he states as follows: "I find that the employer did write on November 4 and as a consequence of which there has been an adjustment made in the Accounting Unit as of November 29, 1948, and this account is now entirely cleared."

We believe that this takes care of the point in question and will note our records accordingly.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:dr

cc - Mr. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

W. C. Williams
1012 Failing Building
Portland 4, Oregon

NOTED ON CARD
12-7-48 gf

STATE UNEMPLOYMENT COMPENSATION COMMISSION

UNEMPLOYMENT COMPENSATION LAW

T. MORRIS DUNNE, CHAIRMAN
L. O. ARENS
PAUL E. GURSKE
COMMISSIONERS

550 MARION STREET
SALEM, OREGON

ADDRESS ALL COMMUNICATIONS TO THE COMMISSION AND
IN REPLY REFER TO

December 6, 1948 CMJ:36745

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: SUCC vs. J. S. Morris Co.

Dear Mr. Glaisyer:

Thanks very much for your telephone call regarding the above. I find that the employer did write on November 24 and as a consequence of which there has been an adjustment made in the Accounting Unit as of November 29, 1948, and this account is now entirely cleared.

Very truly yours,

Claude M. Johns
Assistant Attorney General

CMJ:eip

RECEIVED
DEC 7 1948
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
Query
BY SECRETARY

wait on card
send copy to Contractor + surety
2035

NOTED ON CARD
12-7-48 GR

J. S. MORRIS CO. Painting Contractors

190 MacARTHUR BOULEVARD • OAKLAND 10, CALIFORNIA • TELEPHONE GLENCOURT 1-7400

RESIDENCE
2439 WEBSTER STREET
BERKELEY 5, CALIFORNIA
BERKELEY 7-8395-J

Spray and Brush

December 6, 1948.

SUBJECT: Oregon State Unemployment Commission claim against J.S. Morris Co. contract #8986 Oregon Highway Comm.

W.H. Phillips & Co.
564 Seventeenth Street
Oakland 12, California.

Gentlemen:

Your letter of Dec. 2 received this date.

In regard to the above claim, I wish to state that on Nov. 18, 1948 I received a letter from the Oregon State Unemployment Compensation Commission stating that my third quarter report was not in balance. On Nov. 15 I returned an answer to them fully explaining the error as being purely typographical.

Again under date of Nov. 19, I received a letter from the assistant attorney general notifying of their intent to file claim with the Secretary of State. On Nov. 24, I returned an answer to Claude M. Johns as intant attorney general, again explaining my error, and my letter of correction to the Unemployment Commission office.

Apparently, without waiting for my answer, the Attorney Generals' office on Nov. 23, filed this claim with the Oregon State Highway Commission. As of this date, I have received no answer from either of the above offices.

Should they desire an audit of my payroll, I shall deliver it to them in person on demand .

Yours very truly,

J.S. Morris

cc - Oregon State Highway Commission

Oregon State Unemployment Compensation Commission

REFERRED TO Secretary BY SECRETARY 12-6-48

NOTED QUERY

NOTED ON CARD 12-6-48 gs

RECEIVED DEC 6 1948 OREGON STATE HIGHWAY COMMISSION

RECEIVED
DEC 7 1948
FOR FILING

6-4211

2985

December 6, 1948

St. Paul-Mercury Indemnity Co.
Northwest Branch Office
Mills Bldg.
San Francisco 4, Calif.

Gentlemen:

This to advise you that State Highway Contract No. 2985 for the painting of the Coos Bay Bridge on the Oregon Coast Highway, in Coos County, has been completed by the contractor, J. S. Morris Co., and that final payment in the amount of $5,009.50 will be made on or after December 16, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $39,527.50, and that no force account work was performed therein. The above contract was completed on October 21 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Saint Paul-Mercury Indemnity Co.
W. C. Williams, Agent
1012 Failing Bldg.
Portland 4, Oregon

NOTED ON CARD

12-6-48 GP

RECEIVED
NOV 29 1948
FOR FILING
6-42-11
2785

November 23, 1948

St. Paul Mercury Indemnity Co.
Northwest Branch Office
Mills Building
San Francisco 4, California

Gentlemen:

The State Highway Commission has today received notice of the claim of the Oregon State Unemployment Compensation Commission, in the amount of $135, against J. E. Morris Company in connection with this company's contract with the State Highway Commission, No. 2985, for painting the Coos Bay Bridge on the Oregon Coast Highway, in Coos County.

This information is being given you since the St. Paul Mercury Indemnity Company appears as surety on the bond furnished by the J. E. Morris Company in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. Floyd Curry

Mr. W. C. Williams, Agent
St. Paul Mercury Indemnity Co.
2612 Pittock Building
Portland 5, Oregon

J. E. Morris Company
3430 Webster Street
Berkeley 5, California

REFERRED TO
SECRETARY

NOTED ON CARD

11-23-48

November 23, 1948

Mr. Claude M. Johns
Assistant Attorney General
State Unemployment Compensation Commission
550 Marion Street
Salem, Oregon

Dear Mr. Johns:

In your letter of November 19, 1948, you advise the State Highway Commission of claims of the State Unemployment Compensation Commission against two state highway contractors — Albert W. Denton, in connection with State Highway Contract No. 2899, amount of claim, $1,602.01, and J. S. Morris Company, in connection with Contract No. 2985, amount of claim, $135.

In connection with all state highway contracts the State Highway Commission requires the successful bidders to furnish performance bonds to guarantee satisfactory completion of the projects and the protection of claims incurred in connection with the projects.

Such a bond was filed by Albert W. Denton in connection with State Highway Contract No. 2899, described as regrading and surfacing the Madras Section of The Dalles-California Highway, in Jefferson County. The bond was written by the Glens Falls Indemnity Company, for whom Jewett, Barton, Leavy and Korn are local agents with offices in the Lewis Building, Portland 4, Oregon. Ray F. Coon Company, 320 Spalding Building, Portland 4, Oregon, is the adjuster for the Glens Falls Indemnity Company in handling claims that are filed against Mr. Denton's work.

In connection with J. S. Morris Company's contract, No. 2985, which covers the painting of the Coos Bay Bridge on the Oregon Coast Highway, in Coos County, the bond was written by the St. Paul Mercury Indemnity Company, for whom W. G. Williams is local agent with offices in Room 1012, Failing Building, Portland 4, Oregon.

Pursuant to our usual practice, I am bringing your claims to the attention of the respective bonding companies for their information. I am also making note of them in our records for future reference.

Respectfully yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:ee

STATE UNEMPLOYMENT COMPENSATION COMMISSION

UNEMPLOYMENT COMPENSATION LAW

T. MORRIS DUNNE, CHAIRMAN
L. O. ARENS
PAUL E. GURSKE
COMMISSIONERS

550 MARION STREET
SALEM, OREGON

ADDRESS ALL COMMUNICATIONS TO THE COMMISSION AND IN REPLY REFER TO

November 19, 1948 CMJ:

Oregon State Highway Commission
Salem
Oregon

Attention: H. B. Glaisyer, Secretary

Gentlemen:

Your letter of November 16 to the Commission, attention Mr. Cameron, enclosing a list of completed contracts which were accepted by your Commission on November 3, 1948, has been referred to this department.

In checking that list we find your contract #2899 with Albert W. Denton, This employer is registered with this Commission as #39881. He is indebted for contributions on payroll for the third quarter of 1948 in the sum of $1,602.01 which at this time is not paid.

Your contract #2985 with J. S. Morris Company is registered with this Commission as #36745 and is indebted to the Commission for contributions on payroll for the third quarter of 1948 in the sum of $135.00.

We are, of course, contacting these employers and if payment is not made will follow through by formerly filing a claim as outlined in the Code.

Very t ruly yours,

Claude M. Johns

Claude M. Johns
Assistant Attorney General

CMJ:eip

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD

11-23-48

RECEIVED
APR 8 1948
FOR FILING

6-4211

April 8, 1948

J. S. Morris Co.
2439 Webster Street
Berkeley 5
California

Gentlemen:

We enclose herewith, for your record and files, a fully executed copy of contract No. 2985, which was awarded to you on March 12, 1948 by the State Highway Commission, covering painting of the Coos Bay Bridge on the Oregon Coast Highway.

We are also mailing an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 16 1948
FOR FILING

L-4211
F2985

March 15, 1948

J. S. Morris Co.
2439 Webster Street
Berkeley 5, California

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for cleaning and painting all structural steel below the roadway and sidewalk slabs on McCullough Bridge over Coos Bay on the Oregon Coast Highway in Coos County. This award was based on your low bid of $41,840.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

14-3404 Construct maintenance bldg. at Hood River 1948

2986

RECEIVED
APR 26 1949
FOR FILING

14-3404

2986

April 26, 1949

The Aetna Casualty and Surety Co.
Hartford 15, Connecticut

Gentlemen:

This is to advise you that State Highway Contract No. 2986, covering Hood River Maintenance Building on the Columbia River Highway in Hood River County, has been completed by the contractor, R.H. Jones, and that final payment in the amount of $1,682.38 was mailed to the contractor on March 9, 1949.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - The Aetna Casualty and Surety Co.
Bates, Lively & Pearson, Agents
Yeon Bldg.
Portland 4, Oregon

THE ÆTNA CASUALTY AND SURETY COMPANY

HARTFORD, CONNECTICUT

AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

SERVICE DEPARTMENT
WALTER T. DAVOL, SUPERINTENDENT
C/O BATES, LIVELY & PEARSON
YEON BUILDING

PORTLAND 7, OREGON

April 20, 1949

#2986
Letter mailed 4-26-49
HPA

Oregon State Highway Commission
Salem,
Oregon

ATTENTION: H. B. Glaisyer

Gentlemen:

RE: Bond 42 S 9784
R. H. Jones

We have your status report of April 15 but you did not advise whether or not the final payment of $1,682.38 had been made. In your letter of February 10, 1949 you stated same would be made on or after February 21, 1949. Will you please furnish us with this information so we can retire our file?

Thanking you, we are,

Yours very truly,

H. P. Allenbury
Bond Department

hpa

RECEIVED
APR 21 1949
OREGON
STATE HIGHWAY COMMISSION

...TED TC
Greig
BY SECRETARY

RECEIVED
FEB 11 1949
FOR FILING

14-3404
2986

February 10, 1949

Aetna Casualty and Surety Co.
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No.2986, covering Hood River Maintenance Building on the Columbia River Highway in Hood River County, has been completed by the contractor, R. H. Jones, and that final payment in the amount of $1,682.38 will be made on or after February 21, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $12,382.65, and that no force account work was performed on the project. This contract was completed on November 26 and accepted by the Commission on December 20, 1948.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates,Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
2-10-49 gl

RECEIVED
DEC 31 1948
FOR FILING

14-3404
2986

December 31, 1948

Mr. R. H. Jones
Route 1
Hillsboro
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 20, 1948, had under discussion your request for an extension of time of 30 days, from October 31 to December 1, 1948, within which to complete your contract No. 2986 for construction of maintenance building at Hood River on the Columbia River Highway, in Hood River County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

W. A. Reeves

NOTED ON CARD
12-31-48

RECEIVED
NOV 23 1948
FOR FILING

14-3404

2986

November 15, 1948

Request for extension of time
No. 2
December 20 and 21, meeting

State Highway Commission

Gentlemen:

Re: Time Extension for Hood River
Maintenance Building in Hood River,
Contract No. 2986

Attached hereto is a copy of a request for an extension of time from E. H. Jones, contractor on the Hood River Maintenance Building. He requests an extension of time from October 31, 1948 to and including December 4, 1948. This request is based on his inability to get delivery of the proper sizes and kinds of lumber.

Our investigation shows that the contractor has endeavored in every way to obtain this material and that delay is not primarily his fault. We would recommend that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

cc H. E. Gleitsmyer
R. H. Baldock
W. C. Williams
O. S. Pearson
W. A. Reeves

RECEIVED
APR 16 1948
FOR FILING

14-3404

April 14, 1948

Mr. R. H. Jones
Rte. 1
Hillsboro
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2986 which was awarded to you on March 12, 1948 by the State Highway Commission, covering Hood River Maintenance Building on the Columbia River Highway in Hood River County. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Received

RECEIVED
MAR 16 1948
FOR FILING

14-3404

#2986

March 15, 1948

Mr. R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on March 12, awarded you the contract for construction of a frame maintenance building at Hood River in Hood River County. This award was based on your low bid of $12,619.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

18-1043 Klamath Falls (1st Ave.- Esplanade St.) Sec., Klamath Falls-Malin Hwy. 1948

#2987

RECEIVED
MAY 1 1951
FOR FILING

Indexed
Alphabetically
MacMillan, Maxie

19-1043
2967
2635

April 30, 1951

Maxwell & Parrens
Attorneys at Law
First Federal Savings & Loan Building
Klamath Falls, Oregon

Attention: Mr. F. B. Maxwell

Gentlemen:

In answer to your letter asking for details concerning the construction of a water main at Eldorado underpass in Klamath Falls where Maxie MacMillan claims to have been injured on June 29, 1948, I am sending, under separate cover, a print of the final records, which shows that a 12-inch main was laid underneath what is now the sidewalk along the northwesterly side of the street.

We made a payment to the California-Oregon Power Company on its bill dated February 25, 1949, and revised March 25, 1949, for the charge and installation of this pipe line. The bill indicates that the Power Company rented a power hoe and shovel from Graham Brothers and a backfill tamper from the Loggers and Contractors Machinery Company. As nearly as we can determine, Rogers Construction Company was not involved in this work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. J. M. Devers

ASSIGNMENT

No. 2455

, 1951

By _

Description: Letter 4-25-51 from J. M. Devers, enclosing letter 4-24-51 from Farrens & Maxwell, Klamath Falls, about claim of Maxie MacMillan for injury on Rogers Const. Co. contract at Eldorado Underpass in 1954.

Acknowledged by _____ Referred to __ SMITH _____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XX Return with rough draft of reply
Please prepare for _____ signature

Assignment executed 4-30-51 Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-20 25M 5-50 40000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25, 1951

SUBJECT:

To: Mr. W. C. Williams
First Assistant State Highway Engineer
O f f i c e

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Williams:

I have just received a letter from Mr. Maxwell, an attorney at Klamath Falls, which letter I am attaching. I haven't kept a copy. I acknowledged receipt of the letter and have told Mr. Maxwell that I have handed the letter to you because I do not have the information that he requests.

Because of the fact that our contractor is involved in this controversy and for other reasons, I think it will be well if you will have some one gather the information which Mr. Maxwell has called for and any other information which we have and is related to this controversy and see that it is made available to him. If there is any one on the staff at Klamath Falls who has information, I would suggest that you ask him to call on Mr. Maxwell and discuss the matter with him.

Yours very truly,

J. M. DEVERS
Chief Counsel

NOTED
W. C. WILLIAMS

Enclosure
JMD:AWP

FARRENS & MAXWELL
ATTORNEYS AT LAW
FIRST FEDERAL SAVINGS & LOAN BUILDING
KLAMATH FALLS, OREGON

April 24, 1951

PAUL FARRENS
RICHARD MAXWELL
W. J. MONTGOMERY

RECEIVED
APR 25 1951
LEGAL DEPT.

Mr. J. M. Devers
Chief Counsel
Oregon State Highway Department
Salem, Oregon

Dear Mr. Devers:

We represent the insurance carrier for Rogers Construction Company which, in the summer of 1948, constructed the Eldorado Underpass at Klamath Falls, Oregon. You will recall that this is the stretch of highway that has hot water piped through the cement to eliminate freezing.

We are defending a lawsuit brought by one Maxie MacMillan who claims that on June 29, 1948, he fell and injured himself while trying to proceed along the sidewalk line through this new construction. The suit was not brought until 1949 and we had no knowledge of the accident until the suit was filed and, consequently, have had a great deal of difficulty in ascertaining what work was being done, or had been done, at the time of the alleged accident.

The specifications furnished us by some of Rogers Brothers' employees, particularly sheet 9-A, indicate that an 8" water main was to be installed westerly and on the property side of the northwesterly sidewalk line. It is here that plaintiff claims to have fallen. We are assured by these same employees, however, that this water main was never actually installed and that all of the excavation was easterly or on the street side of the northwesterly sidewalk.

At the time this job was done, Mr. Whitmore was Resident Engineer and, of course, he has since been transferred to Salem. Today, for the first time, I was able to have a talk with H. V. Simmons, one of your local Inspectors. He agrees that no excavation was made westerly from the northwesterly sidewalk line, according to his best recollections, but he did suggest that the records of the State Highway Commission should contain plans and specifications showing exactly what was done in the completed project which might differ quite materially from the plans and specifications used while the work was under construction.

April 24, 1951

I realize that a request for information of this type should not be directed to the Legal Department but I felt quite certain that you would know to whom this letter should be referred and would have the kindness of making the proper referral for me.

If plans and specifications of the completed work do exist and if these will indicate whether or not there was an excavation westerly from the original northwesterly sidewalk, we should like very much to obtain a copy or, if that is impossible, would appreciate it if a copy might be made available for inspection at the local highway office here. We will, of course, be happy to bear any expense which may be incurred in connection with this matter.

Anything which you can do to assist us will be greatly appreciated.

Very truly yours,

FARRENS & MAXWELL

By R. B. Maxwell

RBM:fc

FILING

18 4645

2987

February 24, 1930

1652

Southern Pacific Company
Union Station
Portland 9, Oregon

Attention: Mr. L. E. Hopkins

Gentlemen:

In reply to your letter of January 16, please be advised that your bills numbered 44330 and 44891 have been passed for payment. This is for work done in Klamath Falls. The vouchers will be forwarded to your San Francisco office within a few days.

Very truly yours,

R. H. Baldock
State Highway Engineer

WAR:ls

cc Mr. W. C. Williams
Mr. W. A. Reeves

ASSIGNMENT No. 1152
By WCW

Description: L. P. Hopkins' letter of 1-26-50 re Bills Nos. [illegible] and 414892 for work in connection with underpass at Klamath Falls, Oregon

Acknowledged by _____ Referred to Parsons

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for Williams signature

Assignment executed _____ Report received _____

Remarks:
2-24-50 ans

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

220-113 (O)

January 16, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Please refer to our letter of November 1, 1949 regarding bills Nos. 414330 in the amount of $130.94 and 414891 in the amount of $385.71 for work in connection with underpass at Klamath Falls, Oregon.

As payment has not been received, can you now advise status of these bills.

Yours truly,

L P Hopkins

RECEIVED
JAN 17 1950
STATE HIGHWAY COMMISSION

RECEIVED
JAN 18 1950
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

JAN - 4 1950
FOR FILING

18-1043
2987

File

December 30, 1949

Mr. E. A. Thomas
City Engineer
Klamath Falls, Oregon

Dear Sir:

During the past few months we have carried on an investigation of the storm sewer draining the Esplanade Underpass, which matter you referred to our attention some time ago.

I am informed by field engineers that only once has any water collected at this location, and this was due to a few leaves collecting in the catch basin. The collection of water was small and drained out immediately when maintenance crews removed the leaves. There has been no trouble with silting so far, and we question that there will be any, as the drainage area is not large, and due to the pavement slab being heated it is unnecessary to sand the surface. The drain under the pavement is a siphon and stands full of water all the time, but this water is heated so no direct damage is done.

Our investigations indicate that it would cost approximately $3,000 to change the sewer system over so as to lower the water table. In the absence of any damage to date and the improbability of future damage, it does not appear economically justified to make any changes. Should, however, trouble develop in the future, we will, of course, give the matter further consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith
Mr. W. E. Chandler

FORM H-80 REV 1-40 20000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 19th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

I hand you herewith analysis by Mr. Chandler of the drainage at the Esplanade Underpass.

In order to avoid an expenditure of $3,000.00, the drainage was connected to the existing sewer in the form of a siphon. This siphon has worked satisfactorily for nearly a year, and I see no reason to expend $3,000 to lower the sewer, since we must have innumerable culverts underneath highways which have, or could, freeze solid during some unusual condition.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-90 15M 10-48 28907

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
December 14, 1949

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Mr. P. P. Whitmore and myself checked with Mr. Thomas, City Engineer of Klamath Falls, on Tuesday, November 8th, 1949, concerning situation in connection with drainage of Esplanade Underpass in Klamath Falls. Attached is a small map and a large profile.

Mr. Whitmore informs me that only once has any water collected at this location, and this was due to a few leaves collecting in the catch basin shown at "A". This in turn was due to lack of maintenance. The collection of water was very small, and drained out at once when maintenance crew removed leaves. The same condition could happen if the proposed improvement was made. There has been no trouble with silting up so far, but the City is afraid of this under a heavy run off. The drainage area is not large, so do not think this is serious.

The end of the heated pavement is 15 feet south of this under drain. Last year the slab, not heated, raised about 2" due to frost action, but settled back in place. As shown on profile, the drain under the pavement is a siphon and stands full of water all the time. This water is heated so no direct damage is done, except this raises water on the subgrade back the 15' to the raised slab. If the drain is lowered the water would all drain out and possibly would keep this slab from being raised by frost.

Another possibility is, if the heating arrangement should fail the siphon would freeze solid in a short time during below zero temperature.

I am sending an order for $3090.00, which is approximately the amount left unexpended on the Esplanade Project. All things considered, I recommend this work be approved.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
Encls.

OREGON STATE HIGHWAY COMMISSION

Order for State Force Work

APPLYING TO CONTRACT PROJECTS

RECEIVED
DEC 6 - 1949
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Project Name Klamath Falls (First Avenue-Esplanade) Date December 2, 19 49

Highway Klamath Falls- Malin Contract No. 2987 F. A. Project No. State

County Klamath Prefix 18-1043 Account No. 233

Description of Work To Be Done:

Install approximately 875 lin ft of 12" concrete pipe for storm sewer.

Location by Station Numbers:

From station 9+10 to 10+00 on Esplanade St. along the easterly side, distance of 90 ft. thence southerly approximately 565 ft. along the alley adjacent to the S.P.R.R. to Wall St., thence westerly approximately 190 ft. along the north side of Wall St., and across Spring St. to a Catch Basin.

Estimate of Quantities and Costs:

875 ft of 12" concrete pipe installed at	$2.00	$1750.
360 cu yds of structural excavation "	3.00	1080.
Connections and adjustments at manholes 4 at $50.		200.
		$3030.

Explanation:

To lower the water table at the Esplanade St. Undercrossing of the S P R R.

INSTRUCTIONS

Submit a separate order for each piece or kind of state force work to be undertaken. Use the account number applying to that work as indicated in the account numbers assigned to state force work on contract jobs.

Five copies of the order are to be submitted to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization		$ 402828.80
Present estimate of project cost, including $ 3030. for work under this order		$ 402169.31
Expected under-run (amount)		$ 659.49
Expected under-run (per cent)	0.164	$ 659.49

Space to right of this line is for use of Salem Office

RECEIVED
DEC 15 1949
OFFICE OF
CONSTRUCTION ENGINEER

Submitted by: P P Whitmore
Resident Engineer

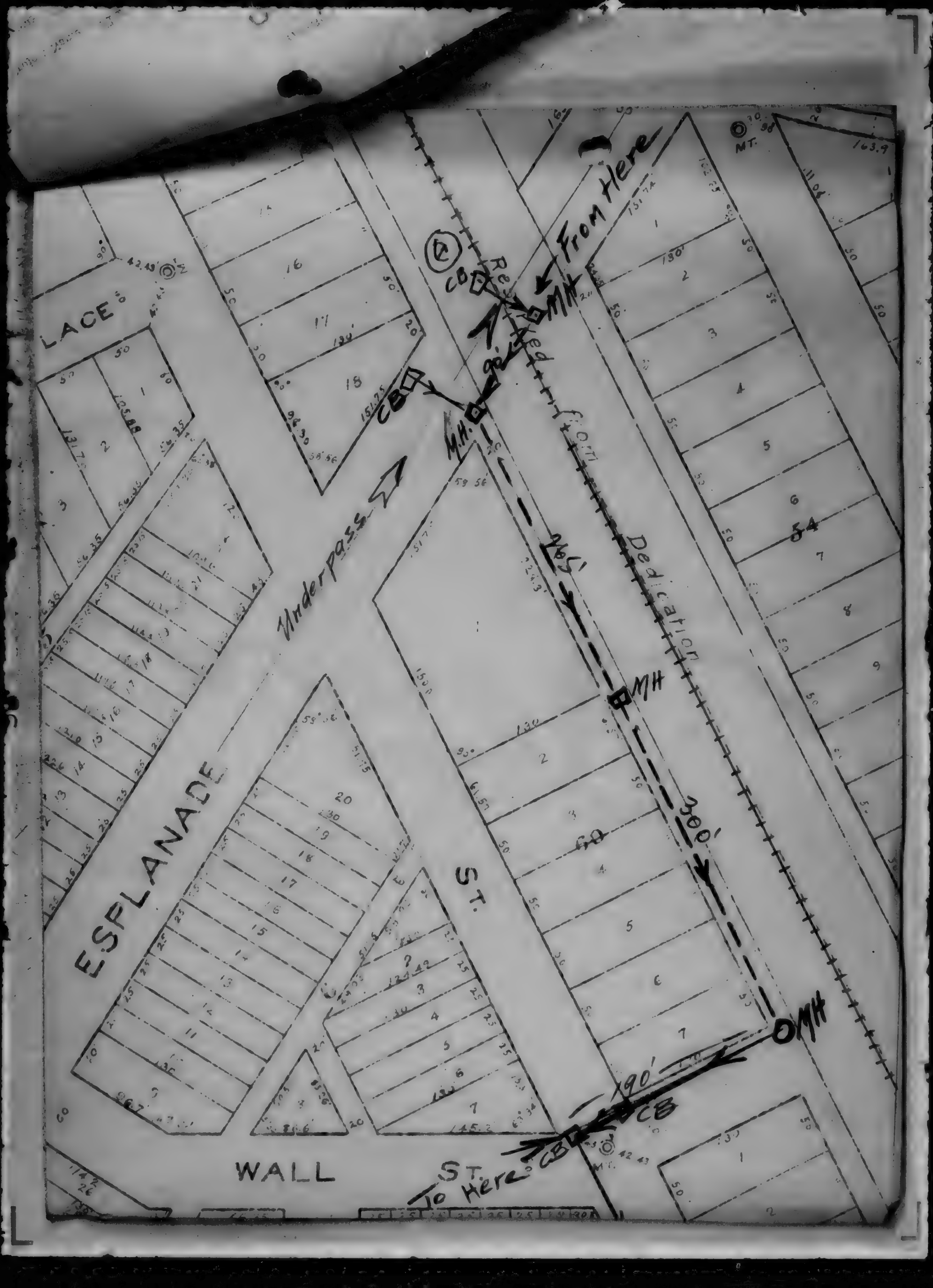
Approval Recommended:
Construction—Bridge—Engineer

Approval Recommended: H. E. Cannell
Division Engineer

Approved:
Assistant State Highway Engineer

This order does not constitute authority for expenditures until approved by the Assistant State Highway Engineer.

State Printing Dept. 1949


From Here
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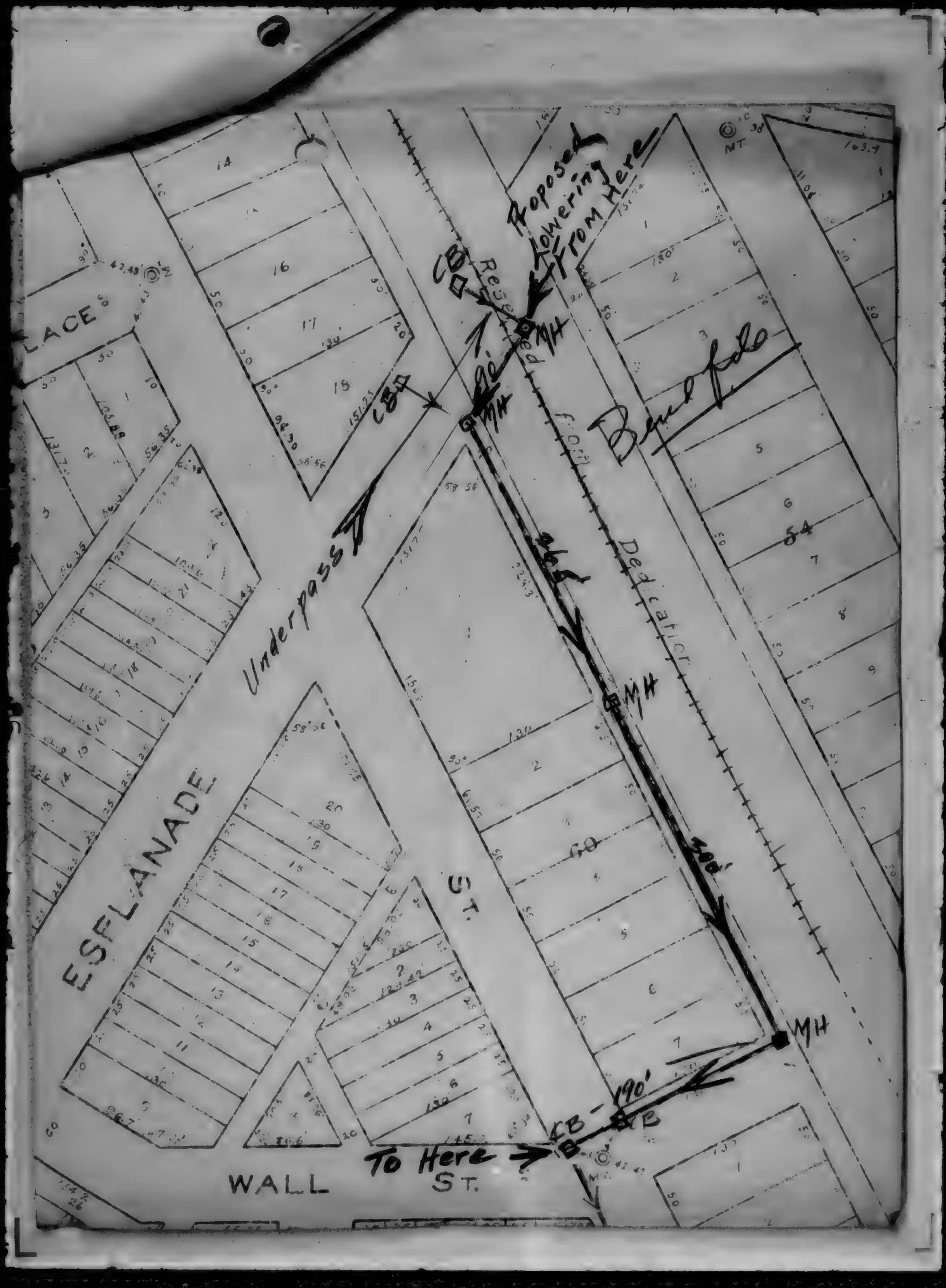
Proposed Lowering From Here
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Reset
MH
90'
Underpass
ESPLANADE
ST.
Pedestrian
Bayside
MT.
CB
190'
To Here
WALL
ST.

RECEIVED
MAR 2 1950
FOR FILING

Southern Pacific Company

18-1042
2987

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

R. V. COLE
AUDITOR OF DISBURSEMENTS
H. R. GROTH
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
J. A. QUINN
AUDITOR OF PAY ROLL ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
L. J. MASSON
ASSISTANT GENERAL AUDITORS

P. H. TODD
AUDITOR OF FREIGHT ACCOUNTS
S. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

Eastbound

IN REPLY PLEASE REFER TO
EB-220-113-Oregon
State Highway
Commission

911

NOV 2 ? 1948

NOTED
W. A. REEVES

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have outstanding in our accounts bill collectible audit No. 414330 rendered in amount $130.94 for expense incurred in connection with inspecting construction work on underpass structure 429.99 at Klamath Falls, Oregon during July 1948, account Rogers Construction Company.

Due to the length of time this bill has been outstanding in our accounts and the amount involved we are desirous of having it cleared at the earliest possible date, therefore, will you kindly forward your remittance to our Local Treasurer, Mr. M. Kerr, 65 Market Street, San Francisco 5, California, giving reference to bill collectible audit No. 414330 or advise reasons why payment is being withheld.

Your kind cooperation and prompt attention in this matter will be appreciated.

Yours truly,

GEO. NELSON

By

365.11
130.94
516.05

RECEIVED
NOV 26 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
NOV 2? 1948
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT No. 2[redacted]

DESCRIPTION: Letter from Southern Pacific Co. Outstanding accounts Audit No. 414530 in amount of $130.94 for expense incurred with inspecting construction work on underpass Structure 429.95 at Klamath Falls.

DATE: November 24, 1948 ASSIGNED TO: Fanmen

- ☐ Investigation and report to this office
- ☒ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☒ Assignment executed Date 1-12-50

☐ _____

REPORT RECEIVED: OK Mr. See my letter of 5-24-50 me

REMARKS:

411.3
411.2
411.1
411.0
410.9
410.8
50'
Esplanade St.
08.34 Elev. top catch basin
08.13 Top of water
Catch Basin
08.48
Manhole at Underpass
10.38
08.19
12" Conc. Pipe
0.09' Fall

Elev M.H. opp. Pur.
11.96

Manhole at Underpass
10.38

90' Center to Center

de St.

Catch Basin
9.35

18"

12" Conc. Pipe
water line

0.16

0.09

0.09' Fall in 90'

0.001 Grade

CS 10.000

Elev M.H. opp. Pump Hse.
11.96

12" pipe from M.H.
Opp. Pump Hse. which is across the street

Top of Water at Present

11½" Center to Center

12" Cond. Pipe

232' From
Underpass

Catch Basin Back of L.R. Dairy
11.91

12" Center to Center

12" Conc. Pipe

120' Cent

12"

232' From Underpass

Catch Basin Back of L.R. Dairy

11.9%

Ground Line

120' Center to Center

12" Conc. Pipe

35
Un

352' From
Underpass

M. H. Back of Last River Dairy

10.55

07.57

300' Center to Center

300" Center to Center

Water time

1.7' drop to here
632' From
Underpas

M.H. on Wall St. near R.R.
DB.76

99

94

1.7' drop to here

652' From
Underpass

M.H. on Wall St. near R.R.
DE.76

99

94

146' Center to Cen

0.5 3' Fall

10

08

146' Center to Center

0.53' Fall 0.36% Grade

798' From
Underpass

C.B. Nor. Cor. Wall & Spring

07.74

C.B. West Cor. Walk Spring

07.52

CB #1

C.B. #2

47' center to center

7.76 Grade

798' From
underpass

C.B. Nor. Cor. Wall & Spring

07.74

C.B. West Cor. Wall & Spring

07.52

C.B. So. Cor.

07.43

C.B. #2

47' Center to Center

50' Center to Center

CB #1

CB #2

47' Center to Center
0.91' Fall 0.87% Grade

30' Center to Center

10' Corr. Met. Pipe

12" Conc. Pipe

05.89

05.64

05.68

05.38

05.32

05.24

05.69

15" t/c Swr. Line
from Cor. of Spring
& Esplanade
in place

New Sewer Line

90° Angle Lt.

798' From Underpass

C.B. No. Cor. Wall & Spring

07.74

146' Center to Center

0.53' Fall 0.36% Grade

CB #1

67

12" Conc. Pipe

47' Cor.

10' Corr. M

66

05.58

05.69

05.40

3.0 X 2.5 X 146' = 40.5 Cu yd.

15" Tile Surf. El
from Cor. at S
& Esplanade
in pla

635' From
Underpass

94.50

90° Angle Rt

1.7' drop to here

652' From Underpass

M.H. on Wall St. near R.R.

08.76

09

09

.46

0.5

12" Conc. Pipe

06.25

06.25

Exc. 3.0' X 2.5' X 140'

05.46

90° Angle Rt.

1.7' drop te

652'

Unc

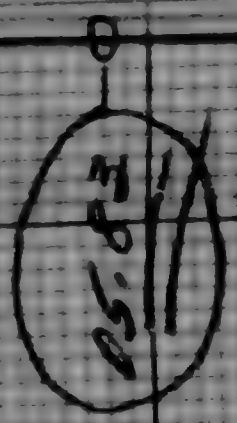
M.H on Wall St. near E.

08.75

rtine

0625

dup



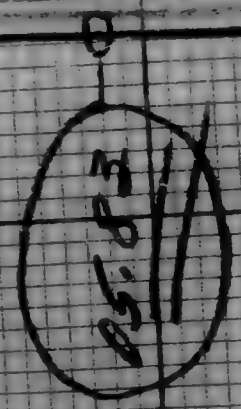
90° Ang

Aft to Center

water line

40

xc. 40 x [illegible] = 11.1 Cu. yd.



300' Center to Center

12" CMP Pipe

Water Line

0.95' FALL 0.31% Grade

Exc. 4.0' x 2.5' x 300' = 111.1 Cu. yd.

300' Center to Center

12" CONC. Pipe

0.95' FALL 0.31% Grade

EXC. 4.0' X 26'

332 From Underpass

M.H. Back of Last River Dairy

10.53

02.37

02.04

12"

12" CONC. Pipe

0.95' FoN

0.31% Grade

06.18

06.11

M.H. Back of Last River Dairy

10.55

10

er to Center

Conc. Pipe

07.57

07.04

- 0.174

5' x 120' = 58.8 Cu. Yd.

04

06.18

390

190

Ground Line

352' Fr
Unde
M.H. B
10.55

120' Center to Center

12" Conc. Pipe

07.05

07.04

-0.174

Exc. 5.3 x 2.5' x 120' = 588 Cu Yd.

06.39

06.18

390

40

Z Center to Center

12" Conc. Pipe

0705

120'

Flow Line (City) 1.47' Fall in 845' = 0.174% Grade

1.04' Lower at Inlet

Exc. 5.2

Exc. 5.5' x 2.5' x 14½' = 72.3 Cu. yd.

ITEM	NET	ALLOW	TOTAL	PRICE	TOTAL
Sewer Pipe	845 Lin Ft	32 Lin Ft	875 Lin Ft	$2.00	$1750.00
Exv.	320.2 cy	39.8 cy	360.0 cy	$3.00	$1080.00
M.H. & CB	4	0	4	$50.00	$ 200.00
					$3030.00
					205
					333300

Bal. for Engr.

142' Center to Center

12" pipe from M.H. opp. Pump Hse. which is across the street

Top of Water at Present

12"

12" Conc. Pipe

0.73' in 262' 0.279% Grade

New Flow Line (City) 1.47' Fall in

1.04' Lower at Inlet

Exc 5.5' x 2.5' x 142' = 72.3 Cu yd.

90° x LH

ITEM	NET	ALLOW	TOTAL	PR
12" Conc. Sewer Pipe	845 lin ft	32 lin ft	875 Lin Ft	$2.
Str. Excav.	320.2 cy	32.8 cy	360.0 cy	$3.0
Adjust MH & CB	4	0	4	$50.

Bank & Engr

...de at Under Pass

90' Center to Center

12" pipe from M.H.
Opp. Pump Hse. which is across t...

Top of ...

12" Conc. Pipe
Water line

12"

0.16

0.19

0.73

0.09' Fall in 90' 0.001 Grade

-0.174

Exc. 4.5 x 2.5 x 90' = 37.5 Cu. Yd.

90° X Rt

90° X Lt

Sewer

Lower Storm Sew
From Here =

Nov 9-4

ESPLE

KLAMATH FALLS
STORM SEWER
ESPLANADE ST UNDERPASS DRAINAGE

SCALE VERT 1" = 10
HOR 1" = 100

Nov 9-49

Cont. of Engr.

NOT FALLS

RM SEWER

ST UNDERPASS DRAINAGE

ERT 1" = 40

or 1" = 100

Adjust MH & CB	4	0	4	#50.00	# 200.00	
					#3030.00	
				Rent & Engr.	203	
					333300	

90° Angle Rt.

° Angle Rt.

15" Tile Swr Line
from Cor. of Spring
& Esplanade
in place

90

Sewer

Lower Storm Water
to

15" R.C.P. Storm Sewer
Clean Out at Sta 0+00
& Establish new
in place

90° Angle to

Storm Sewer

Power Here

18-1043

Salem, Oregon
November 4, 1949

1497

Mrs. H. C. Smith

Further reference is made to the matter of storm sewer draining the Esplanade Underpass. In your letter of November 1, you recommended that no corrective measures be taken at this time but that such be deferred until trouble developes.

This is a rather loose manner of settling the controversy at this time. Mr. Pearson is of the opinion that the drainage should be lowered and that a connection could be made to a sewer at a lower elevation a block or so away. We realize, of course, that this would result in considerable expenditure and perhaps it is not justified. I think, however, that we should in all fairness to the City meet with them and attempt to settle the matter on the ground.

I suggest that Mr. Chandler meet City Engineer Thomas and arrive at some understanding. If no agreement can be reached, all facts should be submitted, and the matter will be referred to the Highway Commission for final action.

W. C. Williams

WCW:mm

cc Mr. G. S. Pearson
Mr. W. E. Chandler

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1st, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1497, letter from E. A. Thomas requesting that we lower several hundred feet of sewer to avoid anticipated trouble at the Esplanade Underpass.

I have discussed this on the ground with Mr. Chandler and we do not feel this should be done at the present time. No trouble has developed up to this time and we see no reason to expend thousands of dollars in correcting something which Mr. Thomas imagines might happen. I feel the time to do it is after the trouble has developed.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. 1497

DESCRIPTION: Letter of 10-[illegible]-49 by L. A. Thomas requesting drainage at Esplanade Underpass on [illegible] extension.

DATE: 10-25-49

ASSIGNED TO: Smith ✓

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

xxx This matter was referred to you in August. Do you have any report yet? WCW

REPORT RECEIVED: 11-1-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

(ADDRESS ALL DEPARTMENTS CARE OF CITY HALL)

ACKERMAN
Police Judge

E. A. THOMAS
City Engineer

ROBERT A. THOMPSON
Mayor

HENRY H. AKIN
Fire Chief

RUTH T. BERRY
City Treasurer

HENRY E. PERKINS
City Attorney

DEPARTMENT HEADS

ORVILLE H. HAMILTON
Chief of Police

H. W. WAITS, Sr.
Plumbing Inspector

DR. J. C. HUNT
Dairy and Meat Inspector

RICHARD L. HESSIG
Electrical Inspector

W. B. WHITCOMB
Air Port Manager

WALTER SALSBERY
Building Inspector

City of Klamath Falls

KLAMATH FALLS, OREGON

COUNCILMEN

MATT FINNIGAN
First Ward

G. C. TATMAN
Second Ward

ALFRED F. CONDREY
Third Ward

DARRELL MILLER
Fourth Ward

WENDELL A. SMITH
Fifth Ward

Oct. 21, 1949.

Mr. R.H.Baldock
State Highway Engineer
Salem, Oregon.

Dear Mr.Baldock;

Sometime ago, I wrote you a letter regarding the drainage at the Esplanade Underpass on the new north entrance. I understand you have made a survey and would like to know what action you are going to takeregarding the reconstruction of the storm sewer.

Yours truly,

E. A. Thomas

City Engineer.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTED
W. C. WILLIAMS

RECEIVED
OCT 24 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 25 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
NOV - 3 1949
FOR FILING

18-1043
2987

November 3, 1949

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
60 Sansome St.
San Francisco 4, Calif.

ATTENTION: Mr. Carroll R. Young

Gentlemen:

Please be advised that State Highway Contract No. 2987 for work on the Klamath Falls (1st Ave.-Esplanade St.) Section of the Klamath Falls-Malin Highway, in Klamath County, has been completed by the contractor, Rogers Construction Co., and that final payment in the amount of $10,559.16 will be made on or after November 14, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $352,770.54, and that no force account work was performed on the project. This contract was completed June 16 and accepted by the Highway Commission September 21, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Sturm & Co.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
11-3-49 R

RECEIVED
OCT 7 1949
FOR FILING

18-1045
2781

October 4, 1949

The Fidelity and Casualty Company of New York
90 Maiden Lane
New York 8, New York

Gentlemen:

Attached hereto is a copy of a letter from Billings and Stahl advising that their claim against Segure Construction Company under our Contract No. 2987 has been paid in full and that there is no longer any controversy or claim against the contractor. This apparently is the claim filed in this office on May 23rd by Billings and Stahl in the amount of $1,191.36 of which you have been previously notified.

This information is furnished as the Fidelity and Casualty Company of New York appears as surety on the bond executed in connection with the Contract 2987.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PHQ:ml
Attach.

cc - Pillsbt, Sturm and Company
U. S. National Bank Building
Portland 4, Oregon

Segure Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

NOTED ON CARD
10-4-49

RECEIVED
OCT 7 1949
FOR FILING

12-1043
2987

October 4, 1949

Billings and Stahl
c/o Mr. Ray Billings
Ashland Highway
Klamath Falls, Oregon

Gentlemen:

We acknowledge with thanks your letter of September 29 advising that your claim against Rogers Construction Company Contract 2987 has been paid in full and that there is no longer any claim or controversy on this transaction.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
10-4-49 gR

Klamath Falls, Oregon
September 29, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Sir:

This is to inform you that on this date all claims of Billings & Stahl against Rogers Construction Company under your Contract No. 2987 for work on the Klamath Falls Section (First Avenue - Esplanade Street) of Klamath Falls-Malin Highway, in Klamath County, have been paid in full and there is no longer any controversy or claims against Rogers Construction Company for this work by ourselves.

Yours very truly,
BILLINGS & STAHL

By Ray Billings

WITNESS: Mary V. Cotton

notice card and copies to contractor & surety

NOTED ON CARD

RECEIVED
OCT 7 1949
FOR FILING

18-1043

2987

September 23, 1949

The Fidelity and Casualty Company of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

Attached hereto is a copy of a letter received by us on September 20 from Mr. Ray Billings of Route 2, Box 1050, Klamath Falls, Oregon, in which he makes a claim of approximately $1,300 against Rogers Construction Company under what appears to be our Contract No. 2987 for work on the Klamath Falls (First Avenue-Esplanade Street) Section of the Klamath Falls-Malin Highway in Klamath County.

It may be that the claim Mr. Billings refers to is the same one filed in this office on May 23, 1949, by Edwin E. Driscoll in behalf of Billings and Stahl in the amount of $1,191.36.

This information is furnished as the Fidelity and Casualty Company of New York appear as surety on Contract 2987.

Incidently, this contract was completed June 16, 1949 and accepted by the Commission September 21, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

RAQ:ml
Attach.

cc - Pullett, Stern and Company
U. S. National Bank Building
Portland 4, Oregon

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

NOTED ON CARD
9-23-49 gl

RECEIVED
OCT 27 1949
FOR FILING

18-1043

2987

2987

September 23, 1949

Mr. Ray Billings
Route 1, Box 1050
Klamath Falls, Oregon

Dear Mr. Billings:

We have your letter of September 15, 1949, concerning final payment to Rogers Construction Company on the North Entrance job in Klamath Falls and mentioning the fact that they owe you a balance of approximately $1,300.

We are not certain but believe that the amount mentioned in your letter may be the same claim which was filed with this office by Edwin E. Driscoll on May 23rd, 1949, in the amount of $1,191.36. If such is true, then the contract to which you refer is our No. 2987 with Rogers Construction Company for work on the Klamath Falls (First Avenue-Esplanade Street) Section of the Klamath Falls-Malin Highway in Klamath County. This contract was completed by the contractor on June 16, 1949, and accepted by the Commission on September 21, 1949.

Your claim will be recorded in this office and we will advise the surety and the contractor of its receipt.

In the event that you wish to protect your claim beyond the ordinary limit of six months after the job is completed and accepted it is suggested that it be filed with the Secretary of State. There is attached hereto an excerpt from the Oregon Law outlining the procedure to be followed in filing a claim with the Secretary of State.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

9-23-49 C

RAY BILLINGS
CONCRETE CONTRACTOR
PHONE 6184
ROUTE 1 - BOX 1080
KLAMATH FALLS, OREGON

RECEIVED
STATE [illegible]

2987

Klamath Falls
Sept. 15-49

Secretary
Oregon Highway Comm.

Dear Sir:

Would appreciate very much if you could tell me if final payment has been made to Rogue Const. Co. on the North Entrance job in Klamath Falls. I did some work for them which I finished on the 27 of Oct. in 48 and have a balance of approx $1300 due me. In May of this year I had Edwin Unsell attorney make four copies of bill. One was sent to Labor Commissioner, one to Highway Comm. one to Rogue Construction and Lawyer kept one. Mr Unsell had a letter from Mr McEwan about a month and half ago that he would be down and settle up but to date have not seen him. If I don't hear from them in another week am going to file suit to collect so please let me know if final payment has been made and if it has not please hold it up if possible until they can show a clearance from me.

NOTED ON CARD

Very truly yours
Ray Billings 9-20-49 RJC

RECEIVED
1945
FOR FILING

18-1043

2987

August 31, 1949

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
60 Sansome St.
San Francisco 4, Calif.

Attention: Mr. Carroll N. Young

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Rogers Construction Co., on contract No. 2987, for surfacing and paving on the Klamath Falls (1st Ave.-Esplanade St.) Section of Klamath Falls-Malin Highway in Klamath County. This payment, in the amount of $1,503.67, will be made on or after September 12, 1949. The retained percentage is $10,583.86.

There is a claim filed against this project by Billings & Stahl for labor, of which you have been previously notified, in the amount of $1,191.36.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Sturm & Company
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

8-31-49 gf

RECEIVED
AUG 19 1949
FOR FILING

18-1043

2957

File

CITY OF KLAMATH FALLS

Klamath Falls, Oregon

August 17, 1949

C
O
P
Y

Original referred to
Paxson by WCW

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

The storm sewer under the cement pavement on Esplanade between Spring and Alameda on the recently completed North Entrance Highway project has been constructed with the top of the storm sewer pipe at about the same elevation as the flow line of the City's existing storm sewer.

At the time plans were being formed for this storm sewer, it was called to my attention that this arrangement had to be made since there were not sufficient funds to relay the City storm sewer at a new grade to take care of this storm water from your storm sewer.

As long as clean water flows through the new sewer, everything will work satisfactorily, but with the sand, grit, mud, and dirt washing into your new storm sewer under the pavement, it will eventually plug up with mud and will no doubt impound the water in the underpass.

The City does not feel that they should be held responsible for the maintenance and keeping the storm sewer open. It would appear to me much more satisfactory if the outfall line from the underpass could be lowered to allow free-flow of the storm water from the underpass.

I am calling this to your attention so that you would be familiar with the conditions and hope that you may be able to make the necessary corrections.

Yours truly,

CITY OF KLAMATH FALLS

(sgd) E. A. Thomas

E. A. Thomas
City Engineer

EAG:mh

RECEIVED
FOR FILING
12-1942
F2947

July 25, 1942

Southern Pacific Company
65 Market Street
San Francisco, California

Attention: Mr. George Mellen
Auditor of Miscellaneous Accounts

Gentlemen:

Reference is made to your bills numbered 444330, 520056, and 520339 for work done at Esplanade Street in Klamath Falls, Oregon in connection with our grade separation at that point. I find no record in our files where you were given authority to do this work and bill us for the same. I have discussed this matter with our men in the field and find there is a possibility that this is a just charge.

The bills however are not in correct form for audit and must show the following:

(1) Days on which labor was performed.
(2) Rate of pay for men.
(3) Number of men at each rate.
(4) Detailed list of material and equipment with prices.
(5) Surcharges such as insurance, etc.

In other words we require a detailed bill in order to make an intelligent audit. Weekly reports, summaries made from Form 7702 such as you have furnished us on other projects will be satisfactory.

Three copies of each invoice and its support are required.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

WARgn
cc G. S. Paxson

RECEIVED
AUG 8 1949
FOR FILING

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

18-1043

R. V. COLE
H. R. GROTH
AUDITOR OF EQUIPMENT SERVICE ACCOUNTS
GEO. NELSON
AUDITOR OF MISCELLANEOUS ACCOUNTS
J. A. QUINN
AUDITOR OF PAY ROLL ACCOUNTS

P. J. KENDALL
GENERAL AUDITOR
U. E. NORDEEN
H. C. McCLEER
L. J. MASSON
ASSISTANT GENERAL AUDITORS

P. H. TODD
AUDITOR OF FREIGHT ACCOUNTS
E. S. WEMETT
AUDITOR OF CAPITAL EXPENDITURES
W. W. WILLSON
AUDITOR OF PASSENGER ACCOUNTS

IN REPLY PLEASE REFER TO

EB-220-113-
Oregon State
Highway
Commission

REFERRED TO
C. A. Hewitt, Chief Accountant

W. W. WILLSON JUL 29 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. R. H. Baldock, State Highway Engineer

Referring to your letter of July 25, 1949 relative to our bill collectible audit No. 414330 rendered in amount $130.94 for expense incurred in connection with inspecting construction work on underpass structure 429.99 at Klamath Falls, Oregon during July 1948, account Rodgers Construction Company.

Our bills Nos. 520056 and 52039 originally rendered against Rodgers Construction Company have been canceled from our accounts and rendered against the Oregon State Highway Commission under bill collectible audit No. 414891 in amount $385.71, relative same project as mentioned above.

Your letter is being referred to our Auditor of Disbursements, Mr. R. V. Cole, as this matter comes under his jurisdiction. Upon receipt of three copies of each invoice and supporting detail requested by you, bills collectible audit Nos. 414330 and 414891 will be resubmitted to you direct by our Superintendent, Mr. L. P. Hopkins, for your approval.

Thank you for calling this matter to our attention.

Yours truly,

GEO. NELSON

By

Copy sent Mr. Reeves

RECEIVED
AUG - 1 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL
FOR

The Fidelity and Casualty Company of New York

BERNARD M. CULVER, CHAIRMAN FRANK A. CHRISTENSEN, PRESIDENT

SAN FRANCISCO BRANCH OFFICE
60 SANSOME STREET, SAN FRANCISCO 4, CAL.
CARROLL R. YOUNG, RESIDENT MANAGER

America Fore
INSURANCE GROUP

18-1042
3987

July 19, 1949

Oregon State Highway Commission
Salem, Oregon

3987

Re: Bond No. 2102902 - Rogers Construction Co.
State Highway Contract No. 3987

Gentlemen:

This will acknowledge receipt of your letter of July 7th advising as to the payment to the contractor of a portion of the funds previously being held by the Commission as retention, payment amounting to $33,833.69. We have no objection to such payment having been made.

Yours very truly,

F. M. REIMERS
Superintendent, Bonding Department

FMR/vs

RECEIVED
JUL 22 19
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 8 1949
FOR FILING

17-1043

2987

July 7, 1949

The Fidelity & Casualty Co. of New York
San Francisco Branch Office
60 Sansome Street
San Francisco 4, California

Attention: Carroll B. Young

2987

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Rogers Construction Company a portion of the funds that heretofore have been retained by the Commission in connection with Contract No. 3987 for surfacing and paving on the Klamath Falls (1st Avenue-Highlands Street) Section of the Klamath Falls-Dalles Highway, in Klamath County. This payment, which is in the amount of $33,833.69, reduces the retained percentage to three percent of the total amount earned by the contractor, or the sum of $10,537.35. The present payment to the contractor will be made on or after July 17, 1949.

There is a claim filed against this project, of which you have already been notified, amounting to $1191.36. The claim was filed by Billings & Stahl and is for labor performed in connection with the above contract.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

wo

cc - The Fidelity & Casualty Co. of New York
Pollett, Stearn & Co.
U. S. National Bank Building
Portland 4, Oregon

NOTED ON CARD
7-7-49
CO

RECEIVED
1949
FOR FILING

18-1043

#2987

Salem, Oregon
June 24, 1949

Mr. J.M. Devers
Chief Counsel
O f f i c e

Attention: Mr. S.A. Hall

Attached hereto for further handling by you are two fully executed and two unexecuted agreements, also one fully executed and one unexecuted Bargain and Sale Deed with the City of Klamath Falls which take care of the deeding to the City of Klamath Falls a part of the excess right of way acquired in connection with construction of the First Avenue-Esplanade Street Section of the Klamath Falls-Malin Highway in Klamath Falls.

Secretary

FM
Attach: 6

Query
Send this on
suspense with
the Gateway
-WJS

June 9, 1949

Memorandum to the Commission

Attached for your approval is the original only of a bargain and sale deed and the original and one duplicate copy of an agreement with the City of Klamath Falls which take care of the deeding to the City of Klamath Falls a part of the excess right of way acquired in connection with construction of the First Avenue-Esplanade Street Section of the Klamath Falls-Malin Highway in Klamath Falls.

The agreement and deed, among other things, provide that the City shall use the property for park purposes only, and that the State shall reconstruct a tennis court destroyed during construction. This matter was considered and approved by the Commission at its meeting February 28, 1949, as shown on page 15619 of the minutes.

Yo

Secretary

FAQ:md
Attach.

cc - Samuel A. Hall
Floyd Query

FORM S-20 30M 1-49 59083

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 7, 1949

SUBJECT:

To: Mr. Floyd Query
Assistant to Secretary

O F F I C E

Re: Right of Way File #11176 F
Conveyance of Land to City of
Klamath Falls for Park Purposes.

Dear Mr. Query:

Relative to the above matter, I present herewith for execution by the Commission, the original of a Bargain And Sale Deed by which the Highway Commission conveys the property in question to the City of Klamath Falls with a right of reverter should the City of Klamath Falls abandon its use of this property for the purposes intended.

I also submit for execution by the Commission an original and three copies of an Agreement pertaining to the conveyance of the property set forth in the above mentioned deed.

If you should find that this matter has not been previously discussed with the Commission and that it will be necessary to go upon the Agenda for the next Commission meeting, I will appreciate it, if it is not too much of an inconvenience to you, if you will notify me as soon as you can so that I can keep it in mind.

Very truly yours,

J. M. DEVERS

By

SAMUEL A. HALL
Assistant Counsel

SAH:rk
Encls.- 5

Form B-1—635—11-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 18, 1949

Section First Ave- Esplanade

Highway Klamath Falls- Malin

Contractor Rogers Const Co

Date of contract March 12, 1948

Date work started April 15, 1948

Amount of contract $361108

Kind of work Grade, Bit Mac, Surf, & Paving

Section prefix 18-1043

Contract number 2987

Date of completion June 30, 1949

~~Estimated~~ date of completion - 16, 1949

Per cent of time elapsed 97.5 %

Estimated cost of completed project, exclusive of engineering $373860.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $29000, 7.8 %

Date project was completed 6/17, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor completed final seal on this B-11 Bit Mac job Monday June 13. Kept a broom operating the rest of the week,. and had two laborers cleaning asphalt off curbs and doing other final clean up work. All items of work are completed unless the bridge engr has something to be done. The lights at the north end of project have not been connected to power lines on account of power company's delayed skedule.

State force crews put in traffic markers and did other traffic control work on signs and signals, etc. The city of Klamath Falls routed truck traffic over new entrance route ~~xxxxxxxxxxxx~~ Sat, June 11.

RECEIVED JUN 20 1949

Signed P.P.Whitmore

P.P.Whitmore, Res.Engr.

Address Box 1090 Klamath Falls, Oregon.

NOTED

E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.8	1.8			0.12
Miles partially completed					
Miles completed	1.8	1.8			0.12
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				1	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	1						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors	1						

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			Fair all week.
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 29780

RECEIVED
JUN 30 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 9 1949
FOR FILING

18-1042

2987

Files

May 27, 1949

Mr. Edwin E. Driscoll
Attorney at Law
Pine Tree Building
Klamath Falls, Oregon

Dear Sir:

Your letter of May 23rd, addressed to the Labor Commissioner, has been referred to this office. With your letter you enclosed a statement from Billings and Stahl in the amount of $1191.36 which they claim is owed them by Rogers Construction Company for work performed on what appears to be our Contract No. 2987 on the Klamath Falls (First Avenue-Esplanade Street) Section of the Klamath Falls-Malin Highway in Klamath County. This claim will be recorded in our office, and we will notify the surety and the contractor of its receipt.

The surety which executed the bond in connection with Contract No. 2987 is the Fidelity and Casualty Company of New York whose agent in this instance is Pallett, Sturm and Company, U. S. National Bank Building, Portland 4, Oregon. We suggest that the claim be filed with them; and if you feel that it might be advisable to protect your claim beyond the ordinary limit of six months after the job has been completed and accepted, we suggest that the claim be filed with the Secretary of State. For your convenience we are attaching an excerpt from the Oregon Law outlining this procedure.

It is estimated that the job will be completed about June 30, 1949.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

FAQ:ml
Attach.

Secretary

NOTED ON CARD
6-21-49

May 27, 1949

Fidelity and Casualty Company of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

We have received a statement of a claim from Edwin E. Driscoll, Pine Tree Building, Klamath Falls, Oregon in behalf of Billings and Stahl in the amount of $1,188.36 for work performed for Rogers Construction Company under what appears to be our Contract No. 2987 on the Klamath Falls (First Avenue-Esplanade Street) Section of the Klamath Falls-Malin Highway in Klamath County.

This information is provided as the Fidelity and Casualty Company of New York appears as surety on the bond executed in connection with Contract 2987.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf

cc - Pallett, Stern and Company
U. S. National Bank Building
Portland 4, Oregon

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

NOTED ON CARD
5-27-49

STATE OF OREGON
BUREAU OF LABOR

W. E. KIMSEY
COMMISSIONER

REFERRED TO
Glaisyer
H. Hawke, Chief Accountant

2987

Salem, Oregon
May 24, 1949

Mr. Edwin E. Driscoll
Attorney at Law
Pine Tree Building
Klamath Falls, Oregon

Dear Sir:

Your letter dated May 23 and statement of the amount alleged to be due Billings & Stahl from Rogers Construction Company, have been referred to Mr. Malcolm H. Hawke, Chief Accountant for the Highway Department, where it will have the attention of the proper officials in the Highway Department.

Very truly yours,

W. E. Kimsey
Commissioner of Labor

WEK:lmg

cc: Malcolm H. Hawke

REFERRED TC
BY SECRETARY

COPY

EDWIN E. DRISCOLL
ATTORNEY AT LAW
PINE TREE BUILDING
KLAMATH FALLS, OREGON

May 23, 1949

Office of Labor Commissioner
Salem, Oregon

Dear Sir:

I am enclosing herewith a copy of statement of the amount alleged to be due Billings & Stahl from Rogers Construction Company, 11760 Northeast Glisan Street, Portland, Oregon, by reason of work done on the north entrance of state highway in Klamath Falls, last summer. It is my understanding that your office withholds final payment on these contracts until all labor claims are taken care of.

May I hear from you at your convenience.

Very truly yours,

Edwin E. Driscoll

EDWIN E. DRISCOLL.

EED:mt

Enclosure

RECEIVED
MAY 24 1949
W. E. KIMSEY
Labor Commissioner

NOTED ON CARD
5-24-49

ALAMEDA STREET

Expansions and open joints in A Type Curb:

Sept. 7 -	4 hrs.	
Sept. 8 -	4 hrs.	
Sept. 9 -	4 hrs.	
Sept. 14 -	4 hrs.	
Sept. 15 -	4 hrs.	
Oct. 4 -	4 hrs.	
Oct. 5 -	4 hrs.	
	28 hrs. @ $2.56 per hr.	$ 71.68

Expansions and Dummies in Sidewalk, Alameda and Portland:

Sept. 7 -	4 hrs.	
Sept. 10 -	6 hrs.	
Sept. 11 -	6 hrs.	
	16 hrs. @ $2.56 per hr.	$ 40.96

Grading Island Slab at North End:

Oct. 25 -	16 hrs.	
Oct. 26 -	16 hrs.	
	32 hrs. @ $2.56 per hr.	$ 81.92

Dummies and Exp. Slab at North End

	6 hrs. @ $2.56 per hr.	$ 15.36

Labor for attached sheets on Esplanade Street and Alameda and Portland Streets was not included in your statement sent with your last remittance. The total amount earned should be $15,802.40, instead of $15,211.04, making a difference of $591.36, plus $600.00 which was held back, making a total due us of $1,191.36.

BILLINGS & STAHL

By Ray Billings

ESPLANADE STREET

A Type Drop Manhole:

June 21 -	8 hrs.	
June 22 -	8 hrs.	
June 24 -	8 hrs.	
July 8 -	8 hrs.	
July 12 -	8 hrs.	
	40 hrs. @ $2.56 per hr.	$102.40

Special Inlet:

Aug. 5 -	4 hrs.	
Aug. 6 -	8 hrs.	
Aug. 9 -	12 hrs.	
Aug. 11 -	4 hrs.	
	28 hrs. @ $2.56 per hr.	$ 71.68

C Type Curb
Placing expansions and open joints:

Aug. 3 -	4 hrs.	
Aug. 5 -	8 hrs.	
Aug. 7 -	4 hrs.	
Aug. 9 -	4 hrs.	
Aug. 16 -	4 hrs.	
Aug. 20 -	5 hrs.	
	29 hrs. @ $2.56 per hr.	$74.24

Recesses in C Type Curb for Radiant Heat:

Aug. 10 -	4 hrs.	
Aug. 11 -	8 hrs.	
Aug. 12 -	4 hrs.	
Aug. 13 -	4 hrs.	
Aug. 14 -	6 hrs.	
Aug. 16 -	6 hrs.	
	32 hrs. @ $2.56 per hr.	$ 81.92

Placing reflector in C Type Curb:

Aug. 16 -	4 hrs. @ $2.56 per hr.	$ 10.24

Expansions in Sidewalk and Driveways:

Aug. 15 -	4 hrs.	
Aug. 16 -	4 hrs.	
Sept 9 -	4 hrs.	
Sept 10 -	4 hrs.	
	16 hrs. @ $2.56 per hr.	$ 40.96

RECEIVED
MAR 23 1949
FOR FILING

18-1043
3987

Mrs. Lester

March 21, 1949

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, New York

Gentlemen:

Attached, for your information, is a copy of a notice of withdrawal of a claim filed with the Secretary of State by the Pacific Portland Cement Company.

This withdrawal cancels the claim filed by the Pacific Portland Cement Company against Rogers Construction Company on February 8, 1949, in the amount of $3,227.49. The original claim was filed in connection with our Contract No. 3987 for work on the Klamath Falls (First Avenue--Esplanade Street) Section of the Klamath Falls-Malin Highway in Klamath County.

This information is provided as the Fidelity and Casualty Company of New York appear as surety on the bond executed in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml
Attach.

cc - Pollett, Stern and Company
U. S. National Bank Building
Portland 4, Oregon

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

NOTED ON CARD
3-21-49

Telephone
Garfield 1-4100

Cable Address "GOLDEN"
Western Union Code

PACIFIC
PORTLAND CEMENT COMPANY
Manufacturers of
Golden Gate and Old Mission Brands
Portland and Hi-Plastic Portland Cement
Empire-Reno Hardwall Plaster and Gypsum Products

COPY

417 Montgomery Street,

San Francisco 6, California

March 14, 1949

Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir;

On February 1, 1949 we mailed to you "Notice of Claim" against Rogers Construction Company, Portland, Oregon, and its Bondsman, The Fidelity and Casualty Company of New York, for the sum of $3,227.49 for cement furnished Baker Brothers of Klamath Falls, Oregon in connection with the Klamath Falls Malin Project, Contract No. 2987.

We wish to withdraw our claim and you may consider this letter your authority to cancel our "Notice of Claim". If it is necessary to make the withdrawal on a special form please send the necessary blanks.

Very truly yours,

PACIFIC PORTLAND CEMENT COMPANY

H. D. O'BANION

H. D. O'Banion, Credit Manager

HDO'B:en

Filed March 16, 1949
File No. 3143
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

18-1043

2987

File 2

2987

Mrs. Lewis

March 21, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sirs

This is to acknowledge receipt of three copies of a notice of withdrawal of a claim from the Pacific Portland Cement Company against Rogers Construction Company, Contract No. 2987 for work on the Klamath Falls (First Avenue-Esplanade Street) Section of the Klamath Falls-Malin Highway in Klamath County in the amount of $3,227.49.

This is in connection with your file No. 3143.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md

NOTED ON CARD
3-21-49

2987

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 17, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

We have received from the Pacific Portland Cement Company, a notice of the withdrawal of their claim for materials furnished in the sum of $3,227.49, against the Rogers Construction Company of Portland and The Fidelity and Casualty Company of New York, surety for work in connection with the Klamath Falls Malin Project, contract No. 2987.

This claim was received and filed in this office on February 3, 1949 and our file number 3143. Copies are enclosed.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FA

Enc.

RECEIVED
MAR 1 [illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-18-49 [illegible]

RECEIVED
MAR 21 1949
FOR FILING

18-1043

2987

2987

March 17, 1949

Pacific Portland Cement Company
417 Montgomery Street
San Francisco 4, California

Attention: E. D. O'Banion

Gentlemen:

We have received a carbon copy of your letter dated March 14, addressed to Earl T. Hanby, Secretary of State in which you advise that you have withdrawn your claim against Rogers Construction Company in the amount of $3,227.49.

This withdrawal notice will be entered on our records, and we wish to thank you for advising us.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAHpml

cc - Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

The Fidelity and Casualty Co. of New York
80 Maiden Lane
New York 4, New York

Pillott, Shorr & Company
U. S. National Bank Building
Portland 4, Oregon

NOTED ON CARD
3-17-49 gk

COPY

PACIFIC PORTLAND CEMENT COMPANY
417 MONTGOMERY STREET
SAN FRANCISCO 6, CALIFORNIA

2987

RECEIVED
BY SECRETARY

Please acknowledge and thanks and record or cancel
HBO'B

NOTED
H. B. GLAISYER

March 14, 1949

Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

On February 1, 1949 we mailed to you "Notice of Claim" against Rogers Construction Company, Portland, Oregon, and its Bondsmen, The Fidelity and Casualty Company of New York, for the sum of $3,227.49 for cement furnished Baker Brothers of Klamath Falls, Oregon in connection with the Klamath Falls Main Project, Contract No. 2987.

We wish to withdraw our claim and you may consider this letter your authority to cancel our "Notice of Claim". If it is necessary to make the withdrawal on a special form please send the necessary blanks.

Very truly yours,

PACIFIC PORTLAND CEMENT COMPANY

H. D. O'Banion

H. D. O'Banion, Credit Manager

HDO'B:en

cc: Oregon State Highway Commission,
Salem, Oregon
Rogers Construction Company, Portland
McGovern-Carroll Company, Peyton Bldg. Spokane, Wash.

RECEIVED
MAR 15 1949
STATE HIGHWAY COMMISSION

NOTED ON CARD
3-15-49

RECEIVED
MAR 10 1949
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

18-1043
2987

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mar. 8, 1949

IN REPLY PLEASE
REFER TO FILE

Pacific Portland Cement Company
Lumbermens Building
Portland, Oregon

Attention: Mr. C. J. Lair

NOTED
W. C. WILLIAMS

Gentlemen:

I have again examined our files and our contract with Rogers Construction Company, covering work in Klamath Falls, which contract is identified as No. 2987, and I can find no ground upon which to hold Rogers Construction Company liable in any way for the payment of the claim which Pacific Portland Cement Company has against Baker Brothers of Klamath Falls, nor can I find any ground upon which to hold Rogers Construction Company's bondsmen liable.

If the Highway Commission were to withhold from Rogers Brothers Construction Company the amount of the Cement Company's claim against Baker Brothers, the Highway Commission could easily become involved in litigation which it would have difficulty to defend. Baker Brothers are in business in Klamath Falls as retail merchants, and Rogers Brothers Construction Company was just one of other patrons of the Company. It is unfortunate that Baker Brothers failed to apply Rogers Construction Company's money to pay for the goods which Baker Brothers purchased, but their delinquency in that respect is a delinquency for which, in my opinion, neither the Highway Commission, Rogers Construction Company or Rogers Construction Company's bondsmen can be held. I have therefore advised the Highway Commission in keeping with what I have herein expressed.

JMD:FRC

Yours very truly,

cc- Mr. W. C. Williams
Pendergrass, Spackman
& Sullivant

J. M. DEVERS

RECEIVED
MAR 1949
FOR FILING

FORM E-20 15M 10-46 20987

18-1-43
2987

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1949

REFERRED TO
W. C. Williams
By Chief Engineer

SUBJECT: Rogers Construction Company
Klamath Falls-Malin Highway
Contract No. 2987

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

C. WILLIAMS

Dear Mr. Baldock:

Under date of March second Mr. R. R. Bullivant, as attorney for Rogers Construction Company, has requested that the Department not withhold any funds owing to Rogers Construction Company on account of the alleged claim filed by the Pacific Portland Cement Company in the amount of $3,227.49 against the bond given by Rogers Construction Company and executed by the Fidelity and Casualty Company of New York.

We have written to Mr. Bullivant advising that in our opinion the claim is not valid and that it is our advice to the Engineering Department that it should not make any withholding of funds on account of this claim. A copy of our letter to Mr. Bullivant is attached.

The claim of the Pacific Portland Cement Company in the above amount is based upon these facts, as developed from our files and from information furnished us by Mr. Bullivant. The cement company furnished a quantity of cement to Baker Brothers of Klamath Falls. Baker Brothers, in legal essence, are a retailer, and we find no subcontractual relationship between Baker Brothers and Rogers Construction Company. Rogers Construction Company has paid Baker Brothers for the cement which was purchased from them, but for some reason unknown to the writer, apparently Baker Brothers have not seen fit to discharge their obligation to the cement company. Under these circumstances it is our opinion that the Pacific Portland Cement Company has no valid claim against Rogers Construction Company, and that we should not make any retention of funds on account of this claim.

We express no opinion as to the liability, if any, of the Fidelity and Casualty Company as surety on the Rogers' bond. This is a matter which could well be the subject of negotiation or litigation between the cement company and the bonding company. Our personal view is, however, that the claim is not valid, even as against the surety.

Yours very truly,

J. M. DEVERS
By G. W. Neuner
G. W. NEUNER
Assistant Counsel

GWN:avh
cc - R. R. Bullivant
S. H. Probert
H. B. Glaisyer

LOS ANGELES
JUN 6

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 4, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. E. R. Bullivant
Pendergrass, Spackman & Bullivant
Attorneys at Law
Pacific Building
Portland 4, Oregon

Dear Mr. Bullivant:

Reference is made to your letter of March second written on behalf of your client, Rogers Construction Company, and its Contract No. 2987, on the Klamath Falls-Malin Highway.

I am advised that as of this date the Highway Commission is not withholding any funds from your client under this contract, other than the normal and usual percentages retained until the completion of the job.

Upon receipt of your letter I have analyzed the file in this matter, and am today advising our Engineering Department that under the circumstances involved in the claim of Pacific Portland Cement Company, the Department is not called upon or obligated to withhold final settlement with Rogers Construction Company. We cannot, of course, release the bonding company in so far as this third party claim is concerned.

Our files contain a letter from the Pacific Portland Cement Company to the effect that the cement was furnished to Baker Brothers, and our files do not indicate any subcontractor relationship between Baker Brothers and Rogers Construction Company.

I trust that this explanation is satisfactory, both to you and your client. An extra copy of this letter is enclosed in the event you desire to forward it on to your client.

If I can be of further assistance to you in this matter, please advise.

Best personal regards.

Yours very truly,

J. H. [illegible]
By

E. H. HARRIS
Assistant Counsel

EHH:mh
Enclosure

RECEIVED
MAR 1 1949
FOR FILING

12-1042
2-187

February 23, 1949

Oregon State Highway Commission

Gentlemen:

In perfecting plans for the improvement of US97 into Klamath Falls, a certain agreement was entered into with the City of Klamath Falls and the County of Klamath under date of May 10, 1946. Among items agreed to be performed by the three participating parties, a "Resolution for Adoption of Route Through Klamath Falls" stated, under paragraph seven:

> "The Commission further finds and hereby declares that for the purpose of making possible roadside development along said route, and for the further purpose of making possible the reinstatement and reconstruction of park areas and recreational facilities heretofore constructed and maintained by the City, but which will be impaired and disturbed in connection with the said proposed project, it is necessary that additional real properties along and adjoining said route be acquired; all of which properties are to be surveyed and the boundaries thereof determined by the State Highway Engineer or his representatives."

Considerable property was acquired for the proposed landscape and park development, and I attach hereto a map on which is indicated, in either green or brown shading, all of the property acquired for both rights of way and landscape and park purposes.

The City of Klamath Falls now desires to develop, at some future date, the form of park along the lines indicated within the brown shaded area on the attached map. All of the work would be performed by the City of Klamath Falls, with the exception of one tennis court, which the Highway Commission must replace by reason of the taking of one tennis court for the right of way of the highway.

As the property was acquired for both landscape and park development, there would seem to be no reason why the City of Klamath Falls should not be permitted to develop the park. We believe, however, that the development and

maintenance of the park should be entirely the obligation of the city, and that the property to be acquired by the park should be deeded to the city, so that the State will be relieved of any responsibility. It, therefore, suggest to you that we deed to the city the area shaded in brown, which, at the nearest point is a minimum distance of 110 feet from the center line of the highway and 70 feet from the nearest edge of the pavement on the northbound lane. If deeded to the city, the deed should stipulate that there would be no access whatsoever between the park and the highway, and that a substantial fence be constructed along the dividing line between the park and the highway right of way.

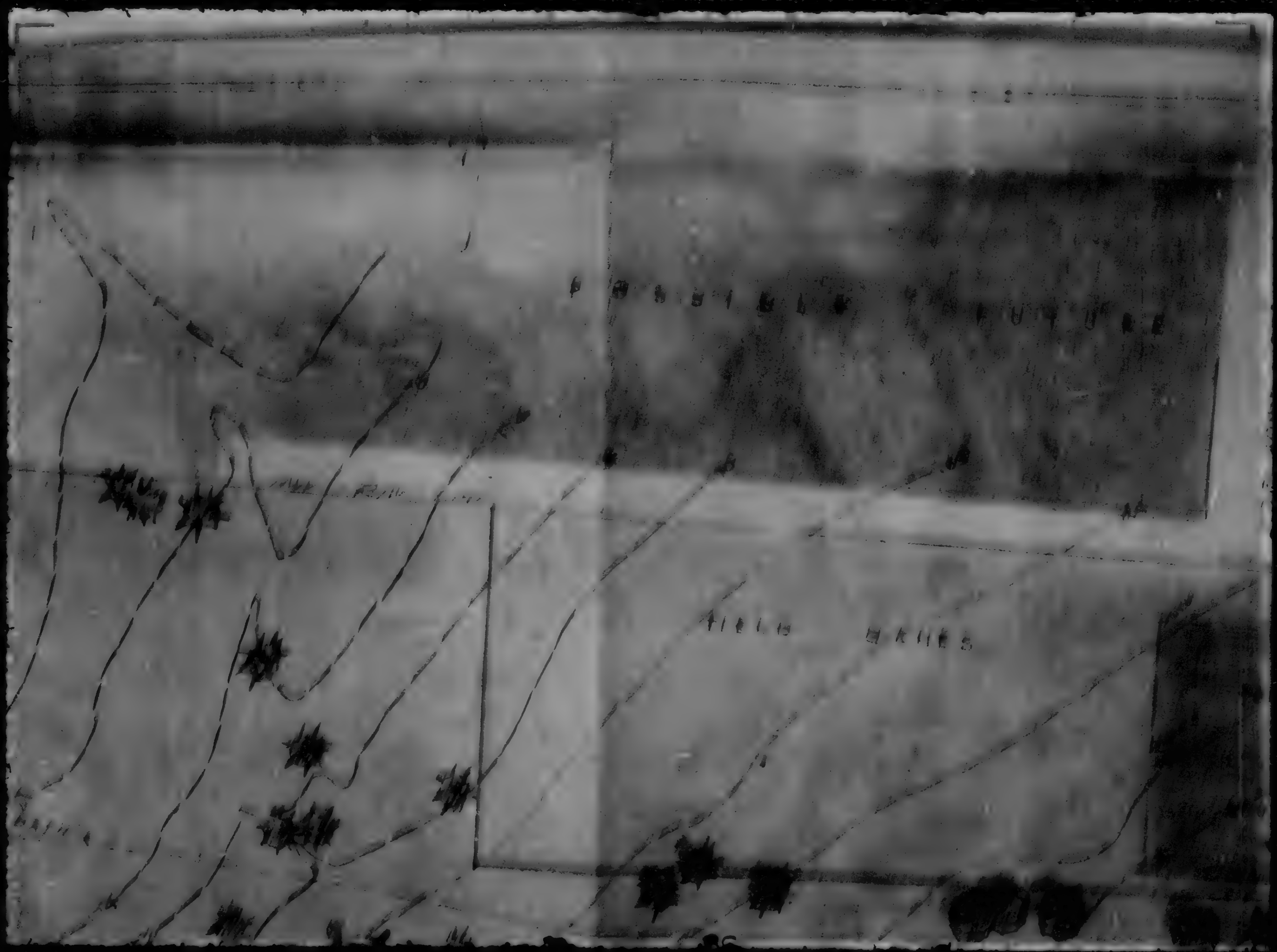
This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc: W. C. Williams
Mark H. Astrup

186
180
180
BRIDGE
PATH
176
174
72



FUTURE

ES

DELMORO ST.
UNIMPROVED

EXTENSION

LEROY ST.

PLAY EQUIPMENT

168

166

164

162

160

158

156

154

LEROY ST.

FREMONT ST.

FENCE

150

158

154

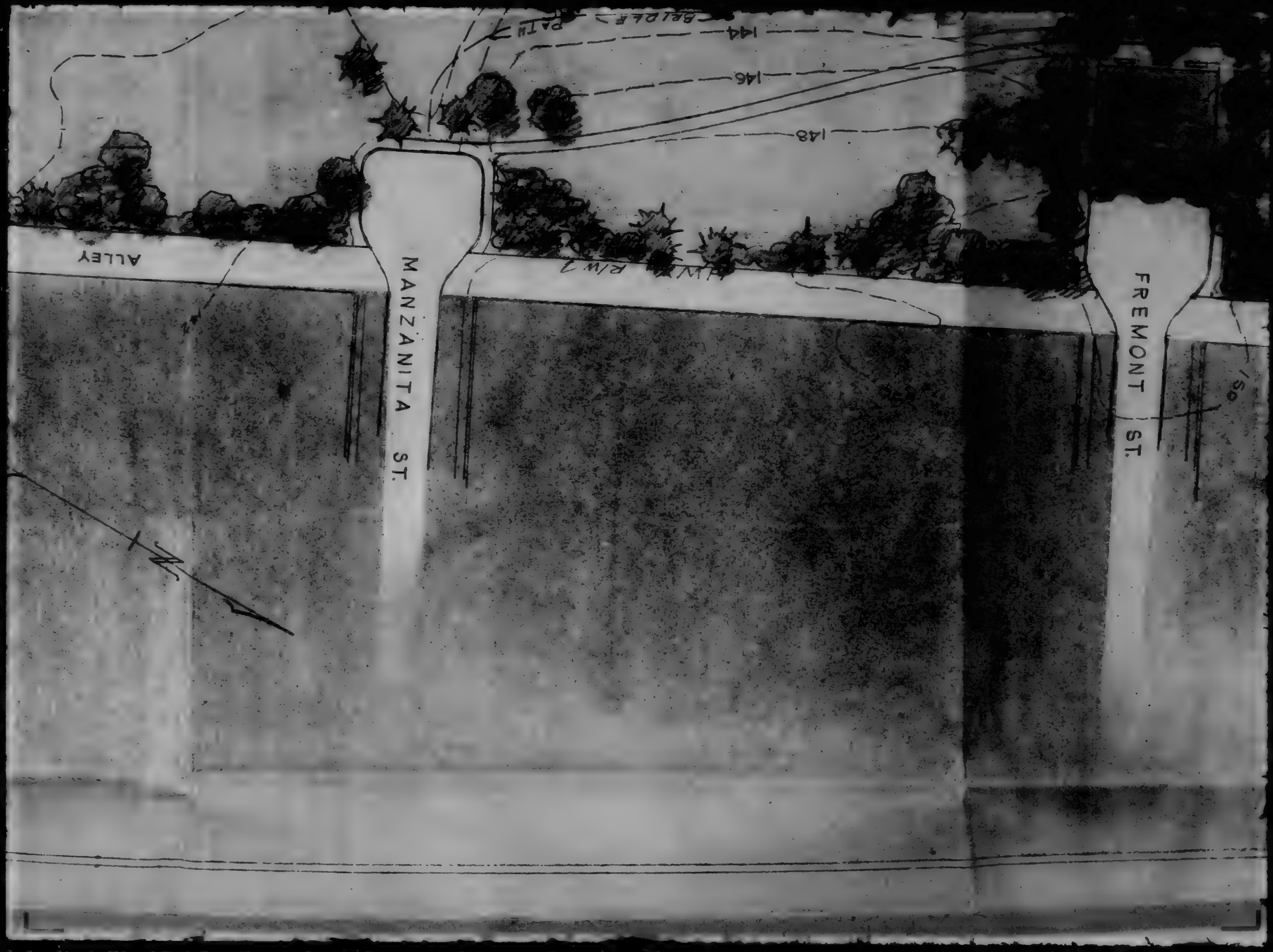
152.0

154.5

152.0

150

150


ALLEY
MANZANITA ST.
FREMONT ST.
144
146
148

MANZANITA ST.

ALLEY

DOLORES

RTLAND ST.

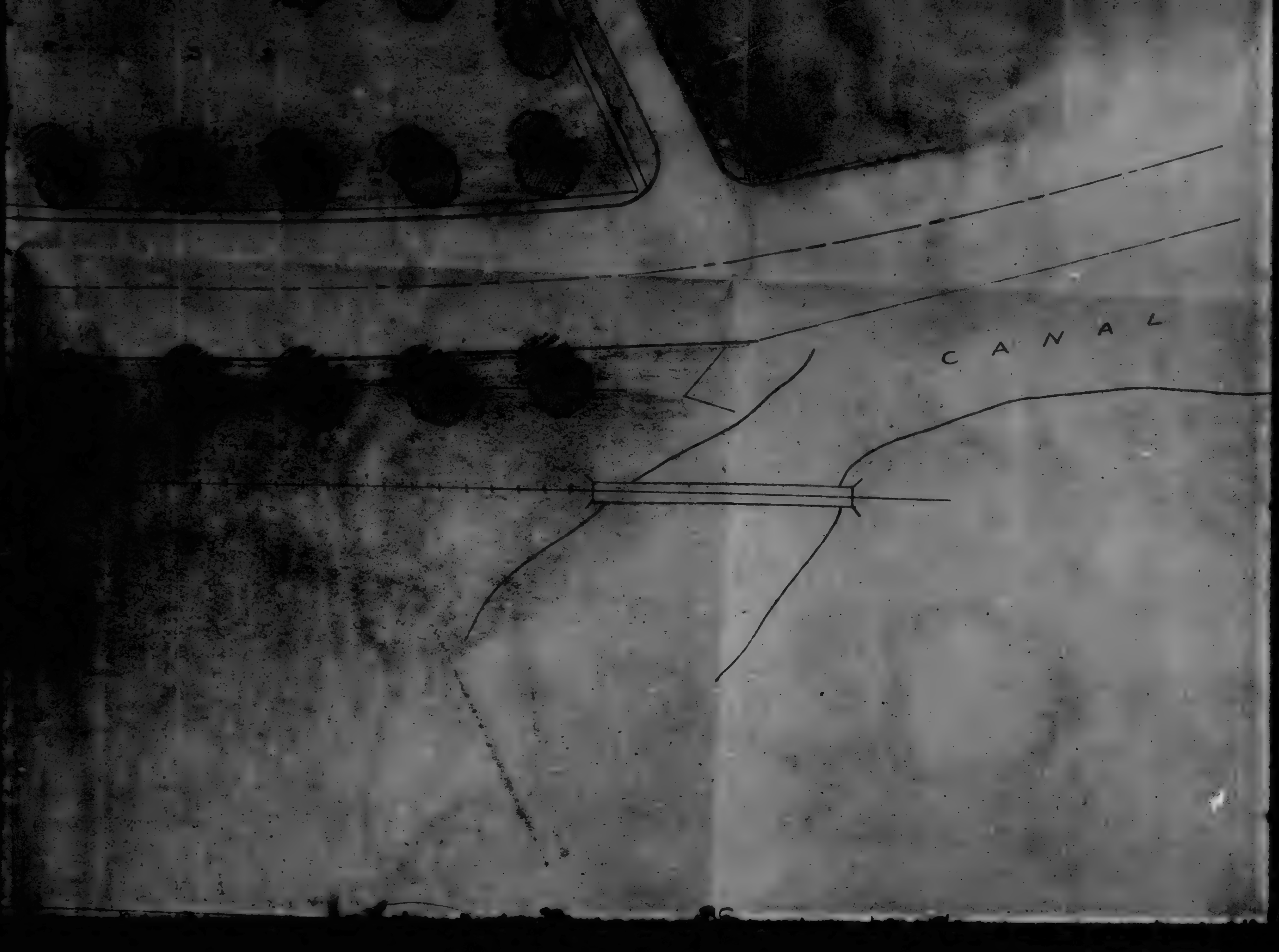
PATH

DOLORES AVE.

PORTLAND ST.

G R A S S

AVE.


CANAL

PORTLA

S A S S

PATH

GRASS

138

PORTLAND

G

℄

SCALE 1 IN = 30 FT
CONTOUR INTERVAL 2 FT

144

BRIDLE PATH

142

140

G R A S S

138

GRAVEL

RIM LINE

Southern Pacific R.R.

DPMENT FOR

TH FALLS

H I G H W A Y

N T

SCALE 1 IN = 50 FT
CONTOUR INTERVAL 2 FT

BRIDLE PATH

142

144

142

140

RTH BOUND U S 97

GRAVEL

THBOUND

RIM LINE

Southern Pacific R.R.

A PROPOSED

RECREATIONAL DEVELOPMENT FOR

CITY OF KLAMATH FALLS

OREGON STATE HIGHWAY DEPARTMENT

NORTH BOUND US 97

US 97 SOUTHBOUND

A PROPOSE

RECREATIONAL DE

THE CITY OF KLAM

OREGON STAT

DEPAR

55

40

PATH
176
174
172
170
168
RIM LINE

BRIDLE PATH

186

180

178

176

174

172

170

168

R/W LINE

SOUTHERN PACIFIC R R

The Fidelity and Casualty Company of New York
60 MAIDEN LANE, NEW YORK 8, NEW YORK
BERNARD M. CULVER, CHAIRMAN FRANK A. CHRISTENSEN, PRESIDENT

RECEIVED
FEB 28 19
FOR FILING

America Fore INSURANCE GROUP

2987

18-1043

2987

Feb. 21, 1949

Oregon State Highway Commission,
Salem,
Oregon

Att. H. B. Glaisyer, Secretary

NOTED
H. B. GLAISYER

Gentlemen:

Rogers Construction Company
State of Oregon
Contract No. 2987
Klamath Falls Section of the
Klamath Falls-Malin Highway,

This will acknowledge receipt of your favor of February 9 with which you enclosed copy of the claim filed by the Pacific Portland Cement Company of February 3, 1949.

The matter has been referred to our San Francisco representative, Mr. R. M. Tapscott whose address is 60 Sansome Street, San Francisco, 4, Cal.

Very truly yours,

Geo. A. Daly

WFK.MSC

George A. Daly, Attorney in Charge
Surety Claim Division

RECEIVED
FEB 25
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

Herald and News

PRICE FIVE CENTS 1

KLAMATH FALLS, OREGON, TUESDAY, FEBRUARY 8, 1949 Telepho

Schools Open Over

WARMED PAVING CLEARS ITSELF—How the "hot grid" paving on Esplanade street clears itself is shown in this picture taken Monday morning after the worst wind and snow storm of years had swept this city. Note depth of the snow on areas adjoining the warmed paving. The paving is laced with pipes carrying anti-freeze solution heated in a natural hot water well, and the thin lines of melting snow in the picture indicate areas between the warm pipes. Shortly after the picture was taken, the paving was completely free of snow—proof that the state highway department's hot grid came through in its most severe test to date.

RECEIVED
MAR 7
FOR FILING

19-1-4-
2187

NOTED
H. B. GLAISYER

February 14, 1949

Pacific Portland Cement Company
417 Montgomery Street
San Francisco 6, California

Attention: Mr. H. D. O'Banion, Credit Manager

Gentlemen: Re: Rogers Construction Company,
Klamath Falls-Malin Highway-
Project - Contract No. 2987.

This morning the writer again discussed with Mr. Rogers the matter of the lien, which your company filed on the above captioned contract. On this job Baker Brothers were your dealers in supplying cement, which was used in the construction of briages. Mr. Rogers informs us they have paid Baker Brothers in full, not only for the cement but also for the purchases of aggregates, which came from Baker Brothers commercial crushing plant.

We are advising the Rogers Construction Company of Bakers' statement "they had not been paid" as we feel confident such a statement was made without consideration of the facts. In any event, you should immediately release the claim, which has been filed with the state, as the collection of an account from your dealer, the Baker Brothers, should be settled direct with that firm. We do not believe you have a legal right to make a claim against a contractor simply because your dealer fails to pay his bills.

We shall anticipate this lien will be released in sufficient time to avoid holding up the Rogers Construction Company estimates and retainage or causing them embarrassment and loss because of this improper filing.

Your cooperation in this will be very greatly appreciated.

Yours very truly,

McGovern-Carroll Company

BY: Charles Carroll

cc:mls
cc-Rogers Construction Co.
Secretary of State
Oregon State Highway Commission

RECEIVED
FEB 16
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

RECEIVED TC
SECRETARY

Letter dictated: February 7, 1949
Transcribed: February 8, 1949

The Pacific-Portland Cement Company
417 Montgomery Street
San Francisco 6, California

Attention: Mr. H. D. O'Banion
Credit Manager

Gentlemen: Re: Rogers Construction Company -
Klamath Falls-Malin Highway
Project - Contract No. 2987.

A copy of your letter dated February 1st, together with a Notice of Filing of a Lien on the above captioned contract has been forwarded to us as the Bond covering this contract was executed through this office by the writer as attorney for The Fidelity and Casualty Company. We realize your company may be concerned over this account and for that reason, we hasten to advise you we do not consider it advisable that you depend upon lien rights for collection.

It would appear from the filing of this lien that you have been misinformed concerning the status of Baker Brothers and their connection with the Rogers Construction Company. It may have been the hope or the intention of Baker Brothers to sub-contract a portion of the Rogers Construction Company work, but actually they were not given any contract by the Rogers Construction Company. They did, as would any other commercial concern, sell the Rogers Construction Company certain quantities of material, some of which may have been the cement, which you understood they were to use if they secured a sub-contract on this project.

The Rogers Construction Company paid them in full for all merchandise purchased, just as they pay their other commercial bills, and verification of this payment can be obtained if you wish to have your representative call at the office of the Rogers Construction Company in Portland, Oregon.

We are confident the filing of this claim was due to a misunderstanding and, undoubtedly, if you would call Baker Brothers, they would immediately confirm the facts as stated herein.

Under the circumstances, we would appreciate your advising the State of Oregon to release the claims which is now on file with the Secretary of State in order that there may be no delay in the payment of estimates and retainage as they become due.

We will be very happy if we can assist you further in anything pertaining to this matter, and we feel certain that the Rogers Construction Company will appreciate your releasing your lien at an early date.

Yours very truly,

McGovern-Carroll Company

By: Charles Carroll

c/o Rogers Construction Co.
Secretary of State: Oregon
Oregon State Hiway Commission

RECEIVED
FEB 10
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 11 1949
FOR FILING
18-1073
2982

February 9, 1949

Honorable Earl T. Newbry
Secretary of State
C a p i t o l

Dear Sir:

This is to acknowledge your letter of February 7 to which was attached three copies of a claim filed with your office by the Pacific Portland Cement Company in the amount of $3,227.49 against Rogers Construction Company for work on our Contract No. 2982 on the Klamath Falls (1st Avenue-Esplanade Street) section of the Klamath Falls-Malin Highway in Klamath County.

This claim is identified as your file No. 3143.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

NOTED ON CARD
2-7-49 g C

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 7, 1949

2987

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, file No. 3143, the notice of claim by Pacific Portland Cement Company for the cement furnished in the sum of $3,227.49 against the bond taken Rogers Construction Company for grading and construction of two reinforced concrete bridges on the Klamath Falls-Malin Highway, in Klamath County, Oregon

We have prepared and are enclosing three copies of the claim for your files.

Kindly acknowledge receipt of the copies.

Very truly yours,

Earl T. Newbry

Secretary of State

N:FS
Enc.

RECEIVED
FEB 8
COMMISSION

POSTED ON CARD
2-8-49 gk

RECEIVED
FEB 11 1949
FOR FILING

18-1043

2987

Mrs. Lewis

February 9, 1949

Fidelity & Casualty Company of New York
60 Maiden Lane
New York 8, New York

Gentlemen:

Attached, hereto, is a copy of a claim received by us today from the Secretary of State. This claim, in the amount of $3227.49, was filed in their office by the Pacific Portland Cement Company against the Rogers Construction Company for work performed under our Contract No. 2987 on the Klamath Falls (1st Avenue-Esplanade Street) section of the Klamath Falls-Malin Highway in Klamath County.

This information is provided as your company appears as surety under the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mf
Attach.

cc - Pollatt, Stern and Company
U. S. National Bank Building
Portland 4, Oregon

Rogers Construction Company
11760 N. E. Glisan Street
Portland 16, Oregon

NOTED ON CARD
2-9-49 gl

San Francisco, California
January 31, 1949

To the Secretary of State
State of Oregon
Salem, Oregon

Oregon State Highway Commission-

Notice hereby is given that the undersigned Pacific Portland Cement Company has a claim for cement furnished in the sum of thirty two hundred twenty seven and 49/100 dollars ($3,227.49) against the bond taken from Rogers Construction Company, Portland, Oregon and The Fidelity and Casualty Company of New York (Pallett Sturm Company U. S. National Bank Building, Portland 4 Oregon-Agents) for the work of grading and construction of two reinforced concrete bridges on the (1st avenue-Esplanade Street) section of the Klamath Falls Malin Highway State Project, Contract number 2987.

Pacific Portland Cement Company

By C. B. FLICK
Vice President

By J. SCHOENING JR.
Assistant Secretary

O.K. (SEAL)
HDY
1/31/49

ENDORSED
FILE NO. 3143
FILED FEBRUARY 3, 1949
EARL T. NEWBRY, SECRETARY OF STATE

RECEIVED
FEB 2 1949
FOR FILING

18-1043
2987
97-W.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31st, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

L

Dear Sir:

In regard to Assignment #995, Mr. Whitmore's report and Mr. Devers' letter apparently crossed in the mail. Mr. Devers now advises it is not necessary to do anything further at this time.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

FEB 3 1949

ASSIGNMENT No. 995

DESCRIPTION: Mr. Devers' letter of 1-21-49 and attached letter of 1-6-49 by Clayton J. Burrell re injury to Mr. McMillan when he fell into ditch parallel to Esplanade Street in Kl. Falls.

DATE: 1-28-49 ASSIGNED TO: H. G. SMITH

- [X] Investigation and report to this office
- [ ] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date _____
- [ ] _____

REPORT RECEIVED: 17 Feb 49 HG

REMARKS:

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

Jan. 21, 1949

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Williams:

Attached, is a copy of a letter I received some days ago from Clayton Burrell, Attorney at Klamath Falls, in which he calls attention to an injury sustained by Mr. McMillan when he fell into a ditch lying parallel to and on the northwesterly side of Esplanade Street in Klamath Falls.

Mr. Burrell's letter is the first and only information I have concerning this matter. I acknowledged receipt of Mr. Burrell's letter, and told him that I had not been advised of the accident or any of the circumstances or facts. I said also, that "I am at a loss to understand why the accident which happened June 29, 1948, is just getting to our attention, if the State or its Highway Department is in any way involved."

Will you please have some inquiry made into this matter so that we can determine whether or not the Highway Commission is in any way at fault.

Yours very truly,

J. M. DEVERS

JMD:FRC

NOTED
W. C. WILLIAMS

C
o
p
y

CLAYTON J. BURRELL
Attorney at Law
205 Boivin Building
Klamath Falls, Oregon

January 6, 1949.

Mr. J. M. Devers
Chief Counsel
State Highway Commission
State Office Building
Salem, Oregon.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Devers:

I represent a Mr. Maxie McMillan, Esplanade Auto Courts, Klamath Falls, who, on June 29, 1948 fell into a ditch lying parallel to and on the Northwesterly side of Esplanade Street in Klamath Falls, possibly 30 to 40 feet Southeasterly of the viaduct of the S.P. Railroad. I have telephoned your local engineer who was on the job on that date; Esplanade street then being torn up and being worked upon by Rogers Construction Co. in a job with which you are no doubt familiar. He advises me that his notes will show who made the ditch and other pertinent details, but that he wished to turn the matter over to you before giving out any information which might be used in a lawsuit. What I want, of course, is the party responsible for the ditch to know who to join as defendants. There is some indication that the California Oregon Power Company made the ditch for a water line. The ditch in question ran from the southwesterly side of the said viaduct parallel to the street for a distance of about 60 feet, was about four feet in depth and about 3 feet in width, and the sidewalk being torn up was possibly partially over the sidewalk and extending somewhat away from the street.

If you are in a position to give any information, it will be of help and be appreciated.

Yours very truly

(Sgd.) Clayton J. Burrell

cjb;C

Clayton J. Burrell

RECEIVED
DEC 17 1948
FOR FILING

18-1043

2781

DAILY JOURNAL OF COMMERCE

Dec. 8, 1948

Radiant Heating Clearing Snow From Highway at Klamath Falls

(D. J. of C.—Dec. 8, 1948)

Klamath Falls. — The dream of every motorist and every highway engineer — a snow-melting highway —is about to be opened for use here.

In the first application of radiant heating principles to a public road, the highway will be heated in bad weather by hot water from an underground spring circulated through a network of wrought iron pipe laid in the concrete.

Four lanes wide, 450 feet long with an eight per cent grade, this road area is designed to remain clear and skid-free in all weather by automatically melting up to one inch of snow or one-tenth inch of ice per hour.

The stretch of all-weather heated pavement is on the Dalles-California highway leading into Klamath Falls from the north. It passes under the Southern Pacific railway viaduct and a few hundred feet farther crosses an irrigation ditch, thus necessitating a grade two or three per cent steeper than would be normally used.

Work was started on the road late last spring after a ten-inch well had been drilled which struck a good flow of hot water at 390 feet. G. S. Paxson, bridge engineer for the Oregon state highway commission who developed the idea for the winter-proof highway, has announced that the stretch will be completed and in operation before Jan. 4.

The hot well-water itself is not run through the roadway piping. Instead, a coil of two-inch pipe is submerged deep in the well-water, which tests at 190 degrees, about 20 degrees below boiling temperature. In effect, the well serves as a boiler.

A pump sends ordinary water and anti-freeze through the well coil where it is heated or reheated to not less than 160 degrees. The heated water then circulates through a closed circuit of 15,000 feet of three-quarter-inch wrought iron pipe which interlaces the concrete. Thus the whole eight-inch-thick road slab is warmed to snow-melting temperature.

The pump, thermostatically controlled, automatically begins to circulate the water when air temperature drops to freezing and continues to operate until the temperature rises above freezing. Another pump draws the cooled-off water from the well to keep the well-water at a constant high temperature.

This type of heating, with a boiler used to heat the water, has been increasingly popular during the past ten years in residential and business construction. During the past few years it has been brought outdoors in many installations to winter-proof sidewalks, private driveways, airports and filling station areas.

The natural hot water at Klamath Falls in Southern Oregon is widely used by the residents. It has been tapped to heat 400 homes, a swimming pool, two hospitals, a high school, a new office building, several apartment houses and business buildings. It will be used for a $3,000,000 veterans hospital, now under construction. It is used for sterilizing dairy and soft-drink bottles. Ranchers outside of the town use it to heat their poultry sheds and green houses and to warm drinking water for their stock.

Geologists believe that the water is heated either by hot underground lava or by chemical action.

RECEIVED
DEC 1 1942
FOR FILING

18 1043

2-7

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(OZ)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

JR026 DL PD=WUX NEWYORK NY 1 1132

R H BALDOCK

STATE HIGHWAY ENGINEER

NOTED State Highway Engineer DEC 1 AM 9 05

BECAUSE OF OUR PRINTER'S DEADLINE CANNOT WAIT FOR FUTURE
TAXING PIPES SO IF USED THIS ISSUE WILL HAVE TO REPRODUCE
PICTURES ALREADY TAKEN. THANK YOU VERY MUCH=

ELSIEANNA GRAFF FORTUNE MAGAZINE ART DEPT=

HOLIDAY GREETINGS
by TELEGRAPH
Colorful...warmly personal... sure to be remembered
Special BLANK and ENVELOPE

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

November 30, 1948

AIR MAIL

Miss E. Graff
Art Department
Fortune Magazine
Empire State Building
New York, N. Y.

Dear Madam:

Herewith a brief story about the heated highway, pursuant to your phone call of even date and concerning which I sent you a collect telegram today. This installation is on U. S. Highway 97 in the city of Klamath Falls, Oregon.

I am attaching three photographs to this communication.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Encl.

Esplanade Street in the city of Klamath Falls descends on an eight per cent grade for approximately 400 feet where it crosses under the Southern Pacific main line tracks.

On this new route of the highway, since it was impossible to lessen the grade, it was decided to use natural hot water to heat a solution which will circulate through pipes cast into the pavement and which will prevent the formation of ice on the steep gradient. If ice can be kept off the pavement, there is nothing dangerous about the eight per cent grade.

The natural hot water, which has a temperature of about 190 degrees, heats the solution in the pipe which consists of rather pure city water and an antifreeze compound. This solution is pumped over and over again through the pipes down into the hot bath and back again. The antifreeze compound is used to prevent freezing of the solution should the pump break down.

The installation, consisting of 3/4-inch pipes placed 18 inches apart laid four inches below the top of the concrete pavement, cost about $15,000. The cost of operation will be quite nominal, the only charge being the upkeep of the pump and the current required for its operation. Nature provides the hot water.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG NOV 30 1948

MISS E. CRAFT
ART DEPARTMENT, FORTUNE MAGAZINE
EMPIRE STATE BLDG., NEW YORK, N.Y.

MOST OF HEATED HIGHWAY CONSISTING OF 900 FEET ON EIGHT PERCENT GRADE IS CONSTRUCTED. REMAINING PORTION TO BE CONSTRUCTED IS OVER BRIDGE WHICH IS BEING ADJUSTED TO NEW GRADES. ACTUAL LAYING OF HEATING PIPES IN THIS FINAL SECTION MAY TAKE PLACE IN ABOUT TWO WEEKS. THREE PICTURES OF THE WORK ALREADY ACCOMPLISHED ARE BEING SENT YOU BY AIR MAIL. ON THE JOB INFORMATION CAN BE OBTAINED FROM ROY KENNON, RESIDENT ENGINEER, OREGON STATE HIGHWAY DEPARTMENT, KLAMATH FALLS, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER

(COLLECT)

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

Salem, Oregon
November 30, 1948

Mr. Ray Webber

Please prepare for my signature a wire to Miss E. Graff, Fortune Magazine, Art Department, Empire State Building, New York, N. Y. Advise the lady if the construction of the heated highway is under way and will it be in condition tomorrow or the next day to take pictures illustrating method. You showed me some the other day that were of the order she has in mind.

Also advise in this night letter whom in our department the photographer should contact in order to find out where to get the pictures.

Prepare the collect wire for tonight for my signature and send it in here for my examination.

R. H. Baldock

RHB:hi

RECEIVED
DEC 16 1948
FOR FILING

NOA-2

E. A. THOMAS
City Engineer

ED. OSTENDORF
Mayor

HENRY AKIN
Fire Chief

RUTH T. BERRY
City Treasurer

HENRY E. PERKINS
City Attorney

DEPARTMENT HEADS

ORVILLE H. HAMILTON
Chief of Police

O. D. MATTHEWS
Plumbing Inspector

DR. J. C. HUNT
Dairy and Meat Inspector

R. L. HESSIG
Electrical Inspector

W. B. WHITCOMB
Airport Manager

WALTER SALSBERY
Building Inspector

COUNCILMEN

ANGUS NEWTON
First Ward

W. D. MILLER
Second Ward

ALFRED F. CONDREY
Third Ward

PAUL O. LANDRY
Fourth Ward

WENDELL A. SMITH
Fifth Ward

City of Klamath Falls

KLAMATH FALLS, OREGON

16-1043

2981

October 27, 1948

Mr. R. H. Baldock
State Highway Engineer
Att: Mr. Forrest Cooper
Salem, Oregon

Gentlemen:

In reply to your letter of October 14, 1948 together with a contract for maintaining the detour on Alameda Street, I wish to inform you that at last Monday nights meeting, the City Council authorized me to inform you that we will not accept this agreement of $600.00 and that the City desires for you to maintain Alameda Street that is being used as a detour.

Very truly yours,

Ed. Ostendorf.

NOTED
FORREST COOPER

Ed Ostendorf
Mayor

EO:sr

NOTED
J. F. HAGEMANN

RECEIVED
OCT 29 1948

RECEIVED
OCT 28 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED
JOHN W. CATTRALL

(ADDRESS ALL DEPARTMENTS CARE OF CITY HALL)

RECEIVED
OCT 19 1945
FOR FILING
18-1043
2987

Salem, Oregon
October 16, 1945

Mr. N. F. Finkbiner
O f f i c e

In connection with the paving of the Esplanade street under crossing section, Contract number 2987 at Klamath Falls, we have elected to use 2" maximum size aggregate in the concrete pavement.

In conformance with my telephone conversation with you of this date, please prepare a mix based on the maximum 2" size aggregate.

W. C. Williams

WCW/gd

cc: H. G. Smith
G. S. Paxson
W. E. Chandler

RECEIVED
NOV 17 1948
FOR FILING

18-1948

NOA-12
9/14/48

Salem, Oregon
October 1, 1948

Mr. J. M. Devers

During construction of the Esplanade Street Undercrossing in Klamath Falls, traffic is being detoured on Alameda Avenue for a distance of approximately five blocks. A portion of Alameda Avenue is not paved, the unpaved portion being approximately 500 feet in length, and is indicated in red coloring on the attached sketch map. The City of Klamath Falls has requested that the State maintain this unpaved portion while being used as a detour, and an investigation indicates that the cost of maintaining the section until the underpass is opened to traffic, probably a six-months period, will cost approximately $600.

The Highway Commission realizes the obligation of maintaining the section but has approved, in lieu of maintenance, the turning over to the City of the $600 estimated cost with the thought in mind that the City, from its own funds, would allocate a sufficient fund to pave the street which would be to the ultimate advantage of the City.

Will you please prepare an agreement to be executed between the Highway Commission and the City of Klamath Falls wherein the State will pay to the City of Klamath Falls the sum of $600 and the State upon such payment shall be relieved of any responsibility for the maintenance of the unpaved portion of Alameda Avenue. The unpaved portion should be described as "that portion of Alameda Avenue between the intersection of Herbert Street and Alameda and Fort Klamath Road and Alameda, a distance of 500 feet."

W. C. Williams

WCW:hi
Attach.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1948

SUBJECT:

To: Mr. W. C. Williams

NOTED
W. C. WILLIAMS

The Commission, with Mr. Schaupp's approval, authorized me to agree to pay a certain portion of the paving on that portion of Alameda Street in Klamath Falls which is now being used as a detour during the construction of the Esplanade undercrossing.

Please have Mr. Devers prepare an agreement with the City and, as soon as the work is done, we will pay our portion, or $600.

R. H. Baldock

RHB:hi
cc: A. W. Schaupp

FORM E-00 2000 5-46 32764

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 28, 1948

SUBJECT:

To: Mr. Baldock

On Thursday, September 16, I made an inspection of that portion of Alameda Street in Klamath Falls which the City is requesting the State Highway Commission to maintain by reason of the fact that it is being used as a detour during construction of the Esplanade Undercrossing.

The section is only 500 feet long and is a gravelled roadway. To properly maintain the surfacing it will be necessary to add additional crushed rock, estimated to cost $150, and to continuously blade the surface for an estimated six months' time at an additional cost of $450, or a total of $600.

The section can be paved with an asphaltic concrete pavement for approximately $1500. I believe it would be preferable to pay to the City the sum of $600, which is the estimated cost of maintaining the street, and let them apply the $600 toward paving the street with city funds.

Mr. Schaupp concurred in this proposal.

W. C. Williams

WCW/ew

RECEIVED
AUG 25 1948
FOR FILING

18-1043

August 24, 1948

Bemis Steel Company
2520 N. W. St. Helens Road
Portland, Oregon

Attention Mr. Mitchell

Gentlemen:

In confirmation of your telephone conversation with Mr. Hyman this afternoon, this is your authority to substitute Blue Chromate paint for red lead which was specified for the painting of bents which are to be used on the North Approach-Esplanade Contract No. 2007.

This substitution is being permitted in order that you will not hold up the contractor who is awaiting shipment on these bents.

Very truly yours,

R. H. MITCHELL
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: R. H. Fleddermann
W. E. Chronister
F. F. Wilkinson
E. C. Smith

RECEIVED
AUG 14 1948
FOR FILING

18-1043
2987

S.4.7

Salem, Oregon
August 20, 1948

Mr. E. A. Cellier

At its last meeting the Highway Commission considered a request of the City of Klamath Falls that the State pave a section of Alameda Street between Hillside Street and the hospital in Klamath Falls. Their request was based on the contention that the street was being used as a detour for highway traffic during construction of the Esplanade Undercrossing.

The Commission indicated it would not pave the street but did indicate that it would maintain the street in as good condition as it formerly was and when it is no longer used as a detour that it will be left in the same condition.

Will you please secure a full report from Mr. Chandler as to what condition the street was in when it was first used as a detour and what the estimated cost to maintain it will be.

W. C. Williams

WCW/ds
cc - H. G. Smith

547

Police Judge

E. A. THOMAS
City Engineer

OSTENDORF
Mayor

KEITH K. AMBROSE
Fire Chief

Ruth T. BERRY
City Treasurer

HENRY E. PERKINS
City Attorney

DEPARTMENT HEADS

ORVILLE H. HAMILTON
Chief of Police

O. D. MATTHEWS
Plumbing Inspector

DR. J. C. HUNT
Dairy and Meat Inspector

R. L. HESSIG
Electrical Inspector

W. B. WHITCOMB
Airport Manager

WALTER SALSBERY
Building Inspector

City of Klamath Falls

KLAMATH FALLS, OREGON

COUNCILMEN

ANGUS NEWTON
First Ward

W. D. MILLER
Second Ward

ALFRED F. CONDREY
Third Ward

PAUL O. LANDRY
Fourth Ward

WENDELL A. SMITH
Fifth Ward

August 6, 1948

STATE HIGHWAY COMMISSION
c/o Mr. Herb Glaisyer
Secretary of State Highway Commission
Salem, Oregon

Gentlemen:

This letter is to confirm my telephone conversation with Mr. Herb Glaisyer, Secretary of the State Highway Commission in regard to doing some repairs on the unpaved portion of Alameda Street from in front of the hospital at the end of Pacific Terrace to Hillside Street at the Main Street bridge.

This portion of street has been purchased by the Highway Commission for the extention of the highway on Alameda Street and the City has been trying to maintain that street during the building of the north entrance highway where Esplanade and Portland Streets are closed causing this stretch of street to take care of all of the traffic in the Hot Springs district during this period of time.

The City has graveled and oiled this portion of the highway twice, but the oil and gravel has not held on this highway as this clay condition in this street does not absorb this oil and, therefore, the street is in a worse condition then I believe it has ever been in. We in the last sixty days have spent $425.00 trying to keep this street passable. Our City Engineer, Mr. E. A. Thomas, advises us that in his opinion the only way to keep this portion of this street passable is to lay at least 2" of black top, 18 feet wide, and that no doubt will take care of the traffic that is using this street at this time and will no doubt hold until the highway extends this north entrance highway through Alameda Street. Therefore, the City of Klamath Falls is making a recommendation to please repair this street and make it passable for traffic as the citizens are very much in arms about this small portion of street that they have to pass over and the condition it is in at the present time.

Rec'd in Portland 8/9/48

(ADDRESS ALL DEPARTMENTS CARE OF CITY HALL)

I believe your resident Engineer, Mr. Whitmore, is acquainted with the condition on this portion of Alameda Street and I am sure he will recommend that something be done in regard to making repairs on same.

The City of Klamath Falls, if it was absolutely necessary, would be willing to stand a portion of the repair on this street if it was done immediately.

We hope at your meeting on Monday that you can see our position and will order some repairs to this portion of Alameda Street.

Very truly yours,

Ed. Ostendorf.

Ed Ostendorf,
Mayor

EO:st

Boulevard
2:00 PM 8/6/48

AGENDA
AUG 9 1948
SA-7

Ed attended K. F.

Alameda

Holland Dist & Hopeless
Dist 600' —
muddy dusty
Camping Lots & trailers
Afforded Water
spent $25.00
very bad condition
2" blast 57 18' wide.

RECEIVED
AUG 18 1948
FOR FILING

18-4043

#2987

Salem, Oregon
August 17, 1948

Mr. R. E. Caldwell

We have received in this office an executed copy of the 50-year grant of easement by the U. S. Bureau of Reclamation to the Oregon State Highway Commission for the construction of the Esplanade Street (Klamath Falls-Malin Highway) crossing of right of way of the Main Canal, Klamath project, in Klamath Falls.

This copy is being placed on file in the Commission's records and files.

Secretary

cc

cc - Mr. E. G. Williams
Mr. J. H. Devore
Mr. O. S. Powers

P.S.- The Right of Way Dept. file number for this easement is 13794.

E.B.G.

RECEIVED
AUG 17 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The construction of Esplanade Section in Klamath Falls required the movement of a large water main out from under the pavement, and the Copco (who furnish water for Klamath Falls) have laid a new main in its proper location but are refusing to make the "cut-over" so that the old main can be removed. They state this job will take 24 hours and it cannot be done while there is such a demand for water. Since there is no assurance that the weather will change materially within the next six weeks, this is going to greatly interfere with the progress of the work.

Mr. Devers is going to Klamath Falls Sunday to attend the dedication of the Mazama Junction-Lobert Section, and I have requested him to look into this matter and endeavor to expedite it. Will you please check up on this upon his return and do whatever necessary to get the "cut-over" made and the old pipe line removed.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
AUG 30 1948
FOR FILING

IR-1043

#2527

June 28, 1948

R. R. Boet, District Manager
U. S. Reclamation Service
P. O. Box 312
Klamath Falls, Oregon

Dear Sir:

I enclose herewith the original and two copies of a grant of easement for a highway over Main Canal on the Klamath Falls-Malin Highway in Klamath Falls, which have been fully executed by the State Highway Commission. As requested by you 3 additional copies of "Exhibit A" are also enclosed.

When the above grant of easement has been signed by the proper official for the United States Government, will you please retain the original copy and return the copy marked "office Copy" to this office for the files of the Commission.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

ml
encls. 6

cc: Mr. W. C. Williams
Mr. C. E. Fenton

REFERRED TO
BY SECRETARY

Recorded grant of easement
#315
filed 8-26-48

RECEIVED
JUN 14 1948
FOR FILING

18-1043

2987

June 11, 1948

Memorandum to the State Highway Commission

Attached for your approval are three copies of a Grant of Easement for Highway Over Main Canal on the Klamath Falls-Malin Highway in Klamath Falls. The agreement provides for an easement for a period of 50 years to maintain a state highway upon the right of way of the main canal of the Klamath Project.

This easement is in connection with contract No. 2987 for the Klamath Falls, First Avenue-Esplanade Street Section awarded to Rogers Construction Company on March 12, 1948.

The easement has been approved by R. H. Baldock, State Highway Engineer, and J. H. Devers, Chief Counsel.

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Query

RECEIVED
JUN 16 1948
FOR FILING
FORM E-20 ASM 12-47

JT

18-1043

#2787

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

L

Dear Mr. Williams:

I have examined the form of grant of easement for highway over the main canal in connection with the construction of the Esplanade Street Crossing and have approved from a legal standpoint the form as now written.

I call attention to the fact that there are in this form of easement some very strict regulations and obligations. All of these the Government may impose, and all of them the State, through its State Highway Commission, may assume and accept.

I suggest and recommend that when this instrument has been executed by the parties that the Division Engineer in whose district this property is located be furnished with an unexecuted copy so that he may have at all times available the terms of the easement. I suggest, too, and urgently recommend that this instrument and the instruments referred to therein be examined carefully before maintenance work is done or construction work is done under the terms of this easement so that we may at all times keep within the terms and provisions of the Government grant.

Yours very truly,

J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:avh

L

FILED
FILING

12-1062

"1987
#575

Salem, Oregon
June 5, 1948

Mr. J. M. Devers

I hand you herewith three copies of an easement submitted to us by the United States Reclamation Service covering the widening of the Esplanade Street crossing of the Main Line Canal in Klamath Falls. These easements were submitted to us under date of April 6. We replied on April 9, taking exception to Section 17 of the easement form which sets up a penalty for violation of the labor provisions.

We now have a letter from the Reclamation Service addressed to Mr. Baldock under date of May 18, which letter is attached hereto, interpreting the meaning of Section 17. In view of the interpretation, we now believe the form is acceptable from an engineering standpoint.

If you find the easement form acceptable as to legality and form, please sign the three copies and return them for execution by the State Highway Commission.

W. C. Williams

WCW/ds
Encl.

ASSIGNMENT

NEW

DESCRIPTION: Let 5/18/48 from R.R.Dest, Dist. Mgr., Bureau of Recl., re easement for Esplanade St. crossing.

DATE: 6/7/48 ASSIGNED TO: PAXSON

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☑ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 6-8-48-L

REMARKS:

FORM S-20 REV 10-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 8, 1948

SUBJECT: Esplanade Street Crossing
of U.S.R.S. Main Canal
(Bridge No. 6742)

To:

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Herewith three copies of an easement submitted to us by the United States Reclamation Service covering the widening of the Esplanade Street crossing of the Main Line Canal in Klamath Falls. These easements were submitted to us under date of April 6. We replied under date of April 9 objecting to Section 17 of the easement, which sets up a penalty for violation of the labor provision.

We now have a letter from the Reclamation Service interpreting this section. In view of their interpretation, I would recommend that the easement be presented to the Commission for approval. I would also suggest that the letter dated May 18 from the Bureau of Reclamation be attached to our copy of the easement supporting their interpretation.

Very truly yours,

NOTED
W. C. WILLIAMS

G. S. Paxson
Bridge Engineer

GSP GM
Attached

RECEIVED
MAY 10 1948
FOR FILING

5-18-1948

#2997

May 5, 1948

Your File 113-1

Mr. C. H. Kilborn
Southern Pacific Company
Dunsmuir, California

WCW/ds
cc - W. C. Williams
C. S. Parsons
H. G. Smith
J. M. Devers

Dear Sir:

Reference is to your letter of April 29. I am forwarding to you, under separate cover, the following data pertaining to lowering of grade of Esplanade Street subway in Klamath Falls: One copy of the contract. One copy of federal aid plans. Two sheets of details of Esplanade Street subway.

I attach hereto a letter addressed to Mr. J. E. Wheeler, Division Engineer of the Southern Pacific Company, by Mr. C. S. Parsons under date of May 27, 1947, requesting approval of the lowering of the subway grade and a copy of a letter addressed to Mr. C. S. Parsons by you under date of June 16, 1947, advising that the plans met with your approval insofar as the railroad is affected.

In line with the above correspondence the Commission proceeded with preparation of plans and awarded the contract to Rogers Construction Company under date of March 12, 1948.

As to proper protection of the railroad's interests, I refer you to article 6-21 on page 17 and article 6-22 on page 18 of the contract. We believe that this fully protects the railroad's interests in this matter.

As to the services of watchmen, flagmen and engineering inspectors by the railroad, we fail to see any necessity for such inspection inasmuch as our contemplated work merely involves the lowering of the grade line of the underpass approximately 2.5 feet and we are increasing the vertical clearance, which is a major betterment to the Southern Pacific Company, at no cost to you.

We have performed such work before without requiring the services of railroad watchmen, flagmen and engineering inspectors and do not believe that this service is at all necessary.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 4, 1948

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Herewith copies of my correspondence with the Southern Pacific Company's Division Office at Dunsmuir, regarding the Esplanade Street undercrossing of the Southern Pacific Company tracks in Klamath Falls.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

Southern Pacific Company

315-1
IN REPLY PLEASE REFER TO

Dunsmuir, California
April 29, 1948

Mr. G. S. Paxson,
Bridge Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Subject - Esplanade Street Undercrossing
in Klamath Falls (Bridge No.7114)

Understand that the Oregon State Highway Commission is going to commence work of lowering grade of Esplanade Street subway. This being the case, would appreciate advice as to your proposed program of doing this work, also a copy of contract covering this work.

Presume that the State has provided for proper protection to Railroad's interest through contractor's insurance with this company covering public liability and property damage.

This work will also require services of watchmen, flagmen and engineering inspector by railroad, cost of which will be recollectible from the State of Oregon.

Yours truly,
G. H. Kilbow

NOTED
J. G. SMITH

RECEIVED
MAY - 3 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

C O P Y

SOUTHERN PACIFIC COMPANY

Dunsmuir, California
April 24, 1947

Oregon State Highway Commission,
Salem, Oregon.

Attn - Mr. C. S. Paxson,
Bridge Engineer,

Gentlemen:

Your letter of March 22nd, 1947, requesting plans of our Esplanade Street crossing at Klamath Falls, Oregon.

Attached are prints of our Drawings 10508 and 10730 showing details of construction of this crossing. On Dwg. 10730 we have indicated in red that the ends of the wing walls were not built as originally shown.

As to future tracks: Any change in construction of this subway should contemplate a roadway that will permit construction of a future main line on the left side and a future siding on the right side. Main Street subway, which was recently built, was designed to accommodate these future tracks, and any change in roadway at Esplanade subway should so provide.

Yours truly,

G. H. Kilborn (signed)

Encls.

COPY

March 22, 1947

Mr. J. E. Wheeler
Division Engineer
Southern Pacific Company
Dunsmuir, California

Dear Sir:

We are planning on improving the highway into Klamath Falls from the north. This improvement will involve the use of Esplanade Street in Klamath Falls and the existing undercrossing of your main line tracks by this street. We propose to increase the vertical clearance under the present structure by at least 2 feet.

Advice as to whether you contemplate additional tracks at this site would be appreciated. We would also appreciate having a set of the plans of the structure, both the foundations and the superstructure.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

RECEIVED
MAY 10 1948
FOR FILING

May 5, 1948

Mr. Alfred D. Collier
P. O. Box 271
Klamath Falls, Oregon

Dear Mr. Collier:

I acknowledge receipt of your letter of April 16, and I appreciate your interest in improvement of the north entrance to Klamath Falls paralleling the railroad tracks, which work has been started by the Rogers Construction Company to whomes contract was awarded for the work on March 12, 1948.

We are hopeful that weather and other conditions will permit the contractor to make satisfactory progress on the project.

It would be desirable, of course, for the Southern Pacific Company to smooth the right of way and bring it to a neat appearance. We do not believe, however, that the State Highway Department should make any request to the railroad company for such improvements as we think it would be more appropriate and undoubtedly more effective if the Klamath Falls Planning Commission and the Klamath Falls Chamber of Commerce initiated and followed up on this matter with the Southern Pacific Company.

As to adoption of a final route for a two-way highway through the southern part of town, or more particularly Main Street and Oak Street, we have as yet been unable to propose a plan that seems acceptable to all interests concerned. As you know, we have advanced several ideas but no enthusiasm has been evidenced for a follow up. As the matter now stands we believe that the only way this project could be revived is through a request of the Planning Commission of Klamath Falls and other interested parties directed to the Highway Commission and advising the Commission of the assistance and cooperation the City of Klamath Falls would give in trying to work out a satisfactory route.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds
cc - W. C. Williams

COLLIER, PRESIDENT
L. O'NEILL, VICE-PRESIDENT
A. M. COLLIER, SECRETARY

Time Tells in Building

RETAIL LUMBER - MILL WORK
HARDWARE - SASH AND DOOR
SHINGLES - PAINT - ETC.

SWAN LAKE MOULDING COMPANY

PHONE 3180 SOUTH SIXTH STREET P. O. Box 271
KLAMATH FALLS, OREGON

April 16, 1948

REFERRED TO
Mr. Williams
by Chief Engineer
Please see me about this.

R. H. Baldock
Oregon State Highway Engineer
Salem, Oregon

Dear Sam:

Work will soon be starting on the North Entrance to Klamath Falls, which parallels the Southern Pacific railroad for a considerable distance. At the time the right of way was acquired and the plans for landscaping this entrance were made I believe the Planning Commission here contacted the Southern Pacific and requested that they smooth up their right of way and conform to your grades to make as good looking an approach to the City of Klamath Falls as possible. Would it be possible for you to suggest to the Southern Pacific that this would be a good time for them to do this work and that Rogers Construction Company might be able to do this at the same time they were doing your grading with their equipment? I am very pleased that you were able to get this work going and I hope that we can get the highway through the town lined up. There seems to be more sentiment now for going down to Oak Street and making it a two-way highway through the town on the part of the City officials.

Veterans Memorial Park at the Link River Bridge has been turned over now to the Park Board and they would like very much to have a permanent location through this property so that they can proceed with development. New buildings are steadily narrowing the possibilities of getting through the town properly and I hope that we can get some action on this cross town route before it is too late.

Please let me know if there is anything that I can do to expedite this.

Respectfully yours,

Alfred D. Collier.

ADC/dl

RECEIVED
APR 19 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 30 1948
FOR FILING

16-1043

April 28, 1948

Mrs. A. C. Smith
1515 Esplanade Street
Klamath Falls, Oregon

Dear Mrs. Smith:

I am enclosing a map of Alameda Avenue, from Melrose to Esplanade Street, in Klamath Falls.

If you will indicate on this map the monuments to which you referred in our telephone conversation of this date, I will then be able to advise you in more detail as to whether our proposed construction project along Alameda and Esplanade Streets will interfere with these monuments.

I telephoned our Resident Engineer, Mr. Whitmore, this morning not to remove any monuments until after they were thoroughly referenced so that they could be replaced accurately in their original position after construction is completed.

If I can give you any further information, please let me know.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: E. M. Booth

18-1042

RECEIVED
FOR FILING

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1200

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

APRIL 26, 1946.

filed

PAUL O. LANDRY
ACTING MAYOR OF KLAMATH FALLS
KLAMATH FALLS, OREGON

YOU ARE ADVISED THAT THE OREGON STATE HIGHWAY COMMISSION WILL ABSORB THE COSTS OF MOVING AND REINSTALLING WATER MAINS AND SEWERS ON THE KLAMATH FALLS FIRST AVENUE-OREGONIAN SECTION AS STIPULATED IN SECTION TEN TRI-PARTY AGREEMENT BETWEEN STATE, COUNTY AND CITY DATED MAY 10, 1944. REQUESTED FACILITIES BE CLEARED FROM STREET SECTIONS IMMEDIATELY SO CONTRACTOR MAY PROCEED WITH WORK.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • The Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not delivered. Prices subject to change without notice.

RECEIVED
APR 23 1948
FOR FILING

18-1043

April 23, 1948

Honorable Ed Ostendorf
Mayor of the City of Klamath Falls
City Hall
Klamath Falls, Oregon

Dear Mayor Ostendorf:

In order to proceed with the highway improvement project on Esplanade Street between Spring Street and Alameda Avenue, it is necessary that water mains be rearranged immediately.

Under date of March 15, Mr. Ritchey addressed a letter to you requesting authority from the City for billing the total net expenses.

The City Attorney of Klamath Falls has given as his opinion that the City of Klamath Falls is obligated by an ordinance passed in 1929 to stand the expense of relocating water mains where done at the request of the City. The City Attorney further gave as his opinion that the City of Klamath Falls is not obligated to stand the expense of relocating power lines. Mr. J. M. Devers, Chief Counsel for the Highway Commission, concurs in the opinion of City Attorney Henry E. Perkins.

This letter is to advise you that pursuant to article 10 on page 6 of the three-party agreement entered into on the tenth day of May, 1944, by and between the State of Oregon, by and through its State Highway Commission, the City of Klamath Falls, and Klamath County, the State will bear the labor cost of relocating the water mains upon proper billing by The California Oregon Power Company. This cost is estimated at $3,423.20 as of September, 1947, but with the proviso that such costs may increase by ten percent for 1948 construction.

We will appreciate your advising the power company to proceed immediately with the adjustment of their facilities and billing the State of Oregon for the labor cost pertaining to moving the water mains. The State will bear no part of the expense for moving power facilities.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds
cc - S. L. Ritchey
J. M. Devers
H. G. Smith
M. E. Chandler

18-1043
NOTED
2287 W.C. WILLIAMS

RECEIVED
MAY 3 1948
FOR FILING

THE CALIFORNIA OREGON POWER COMPANY

April 22, 1948

RECEIVED
APR 27 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

O. R. Kennen, Resident Bridge Engineer
Oregon State Highway Commission
Klamath Falls, Oregon

Dear Mr. Kennen:

On March 24, 1948, you informed me at your office that a portion of the Esplanade section of the North entrance highway would be under reconstruction by about mid-April, that it was the intention of the contractor, Roger Brothers, to start excavation of the South approach of the Esplanade bridge and to complete this section to a point within 60 feet of the South abutment of the bridge at the earliest possible date this Spring. I explained to you that we had not yet received confirmation of our plans for relocation of water facilities from the State Highway Commission nor had we been directed by the City of Klamath Falls to make these changes. I explained further that although we had not received confirmation of the change either from the State or from the City, we believed materials were on hand to make the change in this section, based on the tentative proposals of the change which we had submitted to the State Highway Commission last October.

I had written to Mr. G. S. Paxson, Bridge Engineer, on January 14, 1948, with copy to you, and received Mr. Paxson's reply on March 8 and I note that you received a copy of this letter also. Mr. Paxson indicated in his letter of March 8 that no work on the water facilities would be required until the water was turned out of the "A" Canal this Fall or about October. On March 15, I wrote Mayor Ed Ostendorf of the City of Klamath Falls, with copy to you, to Mr. G. S. Paxson and to Mr. W. E. Chandler, District Engineer. At that date, I did not know that your plans were to work a portion of the Esplanade section earlier than next Fall. I did, however, state to the City, "We urge that these preliminary arrangements be made at an early date and that we be authorized as to the plans and as to the billing to the City so that special materials, particularly for the water facilities changes, may be ordered." We have received a reply from Mayor Ostendorf by a letter of April 7 stating that "the City will not assume any liabilities whatsoever in regard to these changes along this highway." Mayor Ostendorf stated that he was sending a copy of his letter and the attachments to the State Highway Commission.

The purpose of this letter is to cooperate with you and with the City officials of Klamath Falls by making certain that neither the Highway Commission nor the City misunderstand our position in this matter. Our position is that these facilities are covered by the terms of our franchiseagreements with the City of Klamath Falls, and that no arrangements by which the City of Klamath Falls may have granted authority to the State Highway Commission to use certain streets for highway purposes in any way affects or modifies our rights and obligations under these city franchise agreements.
These City franchise agreements expressly provide that where these facilities have been located or relocated in accordance with grades and alignments, established by City officials, and we are requested by the City authorities to relocate them, the City of Klamath Falls will reimburse us for the full net expense of such relocation.

Quite naturally, under these circumstances, we will take no steps toward relocation of these facilities until we have received from the City of Klamath Falls its authoritative order to relocate the facilities, and prescribing and fixing the new location of said facilities.

There are attached three copies of this letter in the event you wish to forward copies to your other offices.

Very truly yours,

S. I. RITCHEY
District Manager

SIR:ltm
cc Mayor Ed Ostendorf
City of Klamath Falls

cc Paul O. Landry, President
Common Council, City of K. F.

HOWARD C. STRODE
Police Judge

E. A. THOMAS
City Engineer

ED. OSTENDORF
Mayor

HENRY E. PERKINS
City Attorney

KEITH K. AMBROSE
Fire Chief

Ruth T. BERRY
City Treasurer

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Second Ward
ALFRED F. CONDREY
Third Ward
PAUL O. LANDRY
Fourth Ward
WENDELL A. SMITH
Fifth Ward

RECEIVED
FOR FILING

City of Klamath Falls

KLAMATH FALLS, OREGON

18-1043

April 20, 1948

2987

#511 #

Oregon State Highway Commission
Salem, Oregon

Gentlmen:

Find herewith attatched, letter from our Traffic Safety Council calling your attention to a situation within the City limits that will occur very shortly.

We will have, most probably, considerable traffic across Portland Street while the bridge on Alameda will be under construction. We will also have more traffic at Alamedaand Pacific Terrace and into town through Main Street, but we believe that it will not be too much of a problem there during construction or at least until the other segment of this highway through Klamath Falls will be under construction.

However, we do feel that traffic during the construction of the North Entrance at Portland and the railroad tract, and after the job will be completed at Alameda and Esplanade will be considerable more than it is at the present time, and we would like to bring this to your attention so that your Traffic Department may study it with the idea in mind of relieving it before it develops.

Yours very truly,

Paul O. Landry

Paul O. Landry
Acting Mayor

no attachment

RECEIVED
MAY 4 1948
OREGON
STATE HIGHWAY COMMISSION

ASSIGNMENT

No. 811
WCW

DESCRIPTION: Letter from Paul C. Landry, concerning situation of traffic across Portland Street, while bridge on Alameda will be under construction.

DATE: May 4, 1948 ASSIGNED TO: H. C. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☒ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED:

REMARKS:

APR 18 1948
FOR FILING
18-1043

#461 W

April 16, 1948

Columbia Steel Company
Box 3416
Portland 8, Oregon

Attention of Mr. H. W. Mitchell

Gentlemen:

The contract for the north entrance to Klamath Falls, which includes the section of concrete pavement we propose to heat, was awarded to the Rogers Construction Company at the March meeting of the Highway Commission.

We are not running the water from the well through the pipes in the pavement. The heat will be obtained by a heat exchanger which extends into the well and through which all water used in the circulating system will pass and gather its heat. The water in the circulating system will be pure water and will not cause undue corrosion of the piping. We have specified wrought iron pipe for all of the pipe installation on this project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP GM
cc G. S. Paxson
Lorens Company
Klamath Falls, Oregon

Attention of Mr. M. Brauner

ASSIGNMENT No. 467

DESCRIPTION: Letter from Columbia Steel Co, Portland, Oregon regarding letter from M. Brauner, Purchasing Agent, concerning installation of a radiant heating installation in the street, under railroad underpass, to prevent icing.

DATE: April 13, 1948 ASSIGNED TO: G. S. Paxson

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

REPORT RECEIVED: 4-16-48 GSP

REMARKS:

COLUMBIA STEEL COMPANY

SERVING THE WEST WITH THE PRODUCTS OF

United States Steel USS *Corporation Subsidiaries*

OREGON DIVISION - BOX 3416
PORTLAND 8, OREGON

ALL TRANSACTIONS SUBJECT TO CONDITIONS PRINTED ON REVERSE SIDE HEREOF

C. C. JOHNS
DIVISION MANAGER

B. W. MITCHELL
MANAGER OF SALES

April 13, 1948

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Lorenz Company
Klamath Falls, Oregon

Please find attached letter from the above concern dated April 12, 1948, signed by M. Brauner, Purchasing Agent, contents of which are self-explanatory.

After noting Mr. Brauner's remarks, particularly the contents of the 2d paragraph, can you favor us with any pertinent information pertaining to the project and the questions raised?

We are awaiting your reply with interest.

Yours very truly,

B. W. Mitchell

Manager of Sales

BWM:rc
Encl-

RECEIVED
APR 14 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 14 1948
OREGON
STATE HIGHWAY COMMISSION

Lorenz Co.

Hardware and Allied Lines
Serving the Midland Empire

Klamath Falls, Oregon
April 12, 1948

Columbia Steel Co.
P. O. Box 3416
Portland, Oregon

Attention, B. W. Mitchell

Dear Mitch:

If you will recall, sometime early in 1947 there was some interest in a proposed project here, in conjunction with the new State Highway approach to the City of Klamath Falls, as regards a radiant heating installation in the street, under a Railroad underpass, to prevent icing. This was postponed last year, because the Highway Department ran out of funds for the project, and because of bad weather, and we believe the question is up for consideration again now, or will be shortly. The proposed project made several of the Engineering Journals, and as a consequence, the local Chamber of Commerce is receiving inquiries and offers from all over the Country, from other Municipalities who might be interested in a similar project, and from Engineers and Countractors, who are anxious tosupply both material and Engineering assistance.

Now there is one complicating factor, and that is, as far as we know, the water which they intend to run through this series of coils, come from a hot well, located near by, and it so happens that this water has a comparatively high sulphurous content, which would seriously affect the type of pipe most suitable for the job. We doubt if a chemical analysis has been made of this particular water, and the installation of the wrong type of conductor might do more harm than good. We would suggest that your Engineering Department discuss the thing with the State Highway Commission, and its Engineers, to determine the exact water supply, the chemical analysis of the water, and the most suitable type of material for use in these radiant heating coils.

Yours truly,

L O R E N Z C O.

Sgd. M. Brauner
M. Brauner
Purchasing Agent

MB:fu

RECEIVED
APR 23 1948
FOR FILING

18-1043

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 15, 1948

SUBJECT: R 11176-C

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

L

Dear Mr. Williams:

I do not know whether I am too late in making a reply to your letter of March thirtieth concerning the matter of pole removal at Klamath Falls.

In our discussion the other day, my memory is that we reached a conclusion that under the arrangement between the City and the Power Company, the Power Company must take case of the cost incident to the removing and reinstalling its poles and facilities, but when it comes to the moving of the water mains, that obligation rests on the State because of contractual arrangements between the City and the Power Company. There is a strange arrangement in Klamath Falls. It seems that the Power Company also owns the water facilities.

I believe the City Attorney for Klamath Falls has advised that the Power Company must stand the cost of changing its poles and facilities to meet the new circumstances, but that the City must take care of the cost of changing the water mains. Because of arrangements between the City and State, the State must reimburse the City for any cost it must meet in connection with the changing of the water mains.

If that is not our mutual understanding, please let us discuss it again.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:avh

RECEIVED
APR 16 1948
FOR FILING

18-1043

April 14, 1948

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2987, which was awarded to you on March 12, 1948 by the State Highway Commission, covering Klamath Falls (First Ave.-Esplanade St.) Section of the Klamath Falls-Malin Highway in Klamath County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 23 1948
FOR FILING
FORM E-30 2SM 12-47

IR-1043

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1948

SUBJECT:

To: Mr. W. C. Williams,
Office.

NOTED
W. C. WILLIAMS

L

Dear Mr. Williams:

I have just read the letter addressed to you by the Mayor of Klamath Falls and the copy of the letter written to the Mayor over the signature of the City Attorney relative to the moving of The California Oregon Power Company's power poles so as to permit the Highway Commission to carry on the proposed improvement of Sixth Street. It appears very definitely from this letter written by the City Attorney that the cost of moving and reinstating the company's poles and facilities is an obligation of the company and is not an obligation of either the City or the State.

I understand, however, that the power company is also the owner of water mains and that the water mains must be moved. In this connection, so far as information given me discloses, the City in its contractual relations with the company undertook the obligation of paying the cost incident to a removal or replacement of the water mains where such removal and replacement was ordered by the City.

The Highway Commission has entered into an agreement with the City and a part of that agreement, I understand, obligates the State to pay such cost as may be incurred by the company when it complies with the City's orders to move and replace its water main.

Therefore I assume that the State may assure the power company that it will be reimbursed for its just and reasonable cost incurred in conforming with the order and requirement of the City of Klamath Falls. I recommend, however, that the company's bill be checked carefully to determine whether or not the company is asking the State to pay for items that should not be charged. In other words, where the company improves its facilities and replaces worn out materials with new materials I think some consideration should be given.

I recommend caution in any expression of assumption of liability so as to keep our liability related to water mains and not to power lines, for the power company, I understand, must as its own expense adjust its power lines.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:PW

RECEIVED
APR 12 1948
FOR FILING

18-1043

Regional Director
U.S. Dept of Interior
Bur. of Reclamation

April 9, 1948

#4474

Mr. R. R. Best, District Manager
U. S. Bureau of Reclamation
P. O. Box 312
Klamath Falls, Oregon

Dear Sir:

Re: Esplanade Street Crossing
of U. S. R. S. Main Canal

We have your letter of April 6 and the copies of the grant of easement across the Main Canal at Esplanade Street in Klamath Falls and note the addition of Section 17 pertaining to hours of employment on the project. This provision is causing us considerable concern.

This project is to be paid for entirely from State funds without federal aid of any kind and in particular without any expenditure of Reclamation Service Funds. Relying upon previous correspondence with your office, particularly a letter from Mr. E. L. Stephens to our Mr. J. W. DeSouza, dated July 15, 1947, we have awarded a contract for the First Avenue-Esplanade St. section of the Klamath Falls-Malin Highway. The crossing of the Main Canal on Esplanade Street is a minor part of this project. Our contract with our contractor provides that he shall comply with the requirements of all state and federal laws and regulations, which under the Oregon State Law (Section 98-201 O.C.L.A.) requires the payment of double time for more than eight hours in any one day. Our contract does not, however, provide for any specific penalty to be collected from the contractor in case of violation, nor do we have any way in which such a penalty could be collected.

We note also that this section provides that penalties collected shall be withheld for the use and benefit of the Government. Since the Government is not in any way contributing funds for this project such a procedure does not seem reasonable.

In view of the fact that our contract for the project is already awarded and we have no way to impose the further obligation of a penalty for

violations of the labor regulations and, further, that the Government is furnishing no funds for the project, we ask that this new section (Section 17) be eliminated from the grant of easement.

We are holding the copies which you submitted pending further advice from you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

cc J. M. Devers
G. S. Paxson

ASSIGNMENT No. ____

DESCRIPTION:

Ltr. 4/6/48 from [redacted] Mgr. Reclamation Service,
re grant of easement for Esplanade St. crossing.

DATE: ASSIGNED BY:

- [ ] Investigation and report to this office
- [x] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date _____

REPORT RECEIVED:
X See Article 17

REMARKS: 4-9-48-ds

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION
Klamath District
P. O. Box 312
Klamath Falls, Oregon

April 6, 1948.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

The grant of easement for the Esplanade Street crossing, which we referred to you by letter of October 22, 1947, for approval as to form, has been returned by the Commissioner.

The principal change required by the Commissioner was the addition of a new paragraph (Article 17) regarding the 8-hour law. The effective date of the easement has been stated as March 31, 1948.

Enclosed, for your approval and the signatures of the members of the Commission, the Secretary of the Commission and the Secretary of State, are three copies of the above grant of easement. After execution, please return all three copies and, also, furnish us three additional copies of "Exhibit A," which is a part thereof. After completion by the Regional Director, one official copy will be returned to you.

Very truly yours,

R. R. Best,
District Manager.

RECEIVED
APR 8 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

In duplicate
Encl. (1), in tripl.

REFERRED TO
Williams
By Chief Engineer
Ask Paxson
To check.

RECEIVED
APR 7 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 31 1948
FOR FILING

18-1043
#1982

Salem, Oregon
March 30, 1948

Mr. J. M. Devers

I attach hereto a copy of a letter addressed to the Mayor of Klamath Falls by S. I. Ritchey, District Manager of The California Oregon Power Company. You will note in this letter that the power company, before making any changes, requires authority from the City for billing the total net expenses.

Ordinarily we do not pay for moving of utilities that occupy city streets, but it seems, in this instance, that The California Oregon Power Company has an unusual franchise agreement with Klamath Falls and under this agreement the City agreed, in return for reduced rates, to assume the cost of any changes made necessary in The California Oregon Power Company's installation by reason of grade changes or widening. When the South Sixth Street project was constructed the State agreed to assume the City's obligations and I presume we will need to do so in this instance.

Will you please give me your opinion, or more preferably, if you do not mind doing so, write to the Mayor of Klamath Falls yourself.

W. C. Williams

WCW/ds
Encl.

FORM E-20 3SM 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 25th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

Attached is a copy of a letter transmitted through Mr. Paxson from S. I. Ritchie, District Manager of the California Oregon Power Company, to the Mayor of Klamath Falls, regarding the changes in electric and water facilities on Esplanade Street which is contemplated to cost more than $4,000.

The Copco has an unusual franchise agreement with Klamath Falls, made several years ago, by which the City agreed, in return for reduced rates, to assume the cost of any changes made necessary in the Copco installation by reason of grade changes or widening. In view of this fact, the Highway Commission on Sixth Street agreed to assume the City's obligation, as set forth in Mr. Devers' letter dated February 15th, 1946. I presume that the Commission will find it desirable to assume the same obligation with respect to Esplanade Street, and the City should be advised accordingly.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

THE CALIFORNIA OREGON POWER COMPANY

March 15, 1948

Honorable H Gatenderf
Mayor of the City of Klamath Falls
City Hall
Klamath Falls, Oregon

Dear Mayor Gatenderf:

A letter of March 8, 1948, has been received from Mr. G. S. Paxson, Bridge Engineer with the Oregon State Highway Commission, notifying us that we should be prepared to change our water piping line on Esplanade between Spring Street and Alameda, in Klamath Falls, commencing at a date when water has been turned out of the "A" Canal.

Mr. Paxson further notified us that changes in our electric facilities could proceed immediately after the contracting of the highway project by the State at some earlier date this year.

These changes to our water and electric facilities have been discussed on several occasions after the first notice received from Mr. Paxson on June 5, 1947, when he called at our office here in Klamath Falls and asked that we plan relocation of our facilities in keeping with the proposed changes to Esplanade Street in this section. We have received their drawings and have submitted our drawings to the State and it appears that the manner of relocation is agreed upon.

Before any changes are made, we will require approval by the City of Klamath Falls as to the construction plan and will require authority from the City for billing the total net expense. May we suggest that the City request of Mr. G. S. Paxson, a set of the State Highway drawings embodying the proposed electrical and water facilities changes, and that the City thereupon make written demand upon us to make the changes required.

Our cost estimates of billing to the City prepared on September 1947 prices were: for the water facilities $3,423.20, and for the electrical facilities $315.70, total $3,738.90. An increase of 10% would be added for construction in 1948 for a revised total of $4,112.79. Billing would be made on actual costs and we shall appreciate your approval to bill in that manner.

RECEIVED
MAR 17 1948
STATE HIGHWAY
SALEM

THE CALIFORNIA OREGON POWER COMPANY

Honorable Ed Ostendorf -2- March 15, 1940

We urge that these preliminary arrangements be made at an early date and that we be authorized as to the plans and as to the billing to the City so that special materials, particularly for the water facilities changes, may be ordered.

Yours very truly,

S. L. KINCAID
District Manager

SLK:ldm
cc E. A. Thomas, City Engineer
City of Klamath Falls

O. S. Pumam, Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

W. E. Chandler, District Engineer
Oregon State Highway Commission
Bend, Oregon

O. E. Emmam, Assistant Bridge Engineer
Oregon State Highway Commission
Klamath Falls, Oregon

COPY

RECEIVED
MAR 17 1940
ENGINEERING DEPARTMENT

RECEIVED
MAR 16 1948
FOR FILING

18 - 1043
#2987

March 15, 1948

Rogers Construction Company
Route 15, Box 231
Portland, Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for grading, surfacing, and construction of two reinforced concrete bridges on the Klamath Falls (1st Ave.-Esplanade St.) Section of the Klamath Falls-Malin Highway in Klamath County. This award was based on your low bid of $361,108.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. G. S. Paxson

RECEIVED
FEB 17
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

18-1043

Salem, Oregon
February 11, 1948

SUBJECT:

Refer Reference To
Adm
H L Eng
Dept Engr
Bur. of Public Rds.

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

L

Dear Mr. Williams:

In answer to a letter which I addressed to Mr. Hector, County Engineer of Klamath County, I received today from him a reply which reads as follows: "We are having a public hearing regarding the street closures on March 5th and there is no reason why it should not be settled by March 22nd." I had written Mr. Hector and told him that the Commission planned to meet on March twenty-second and we were anxious to call for bids to be received on that date covering the Klamath Falls project.

I believe the matter has reached a stage where it would be quite appropriate for the Commission to call for bids at its March meeting if that is desired.

Yours very truly,

J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:avh
cc - H. G. Smith

RECEIVED
MAR 15
FOR FILING
18-1043
2987
COPY

AGENDA
JAN 24 1949
5-C

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 6, 1948

SUBJECT:

To: Mr. W. C. Williams

Office.

Dear Sir:

In answer to your inquiry of February fifth concerning the selection of certain streets in Klamath Falls over which to route state highway traffic. My answer to your question is that the Commission does not need to procure the consent or approval of municipal authorities. The statute says that the Commission is authorized and directed, whenever the route of any state highway passes through the corporate limits of any incorporated city or town, to select and designate the street or streets over which highway traffic shall be routed, and as I understand the statute the Commission may take such action without conference with the municipal authorities. I believe, however, that the matter of public relations will be best served if the subject is discussed with the municipal authorities before action is taken, but that doesn't have to be done.

Yours very truly,

J. M. DEVERS

JMD:PW

11

RECEIVED

Salem, Oregon
February 5, 1948

Mr. J. M. Devers

I have received the resolution forms which you prepared naming certain streets in Klamath Falls as routes over which to send state highway traffic. These resolution forms are satisfactory from an engineering standpoint, but I am wondering whether there is anything we should do before presenting the resolution forms to the Highway Commission for adoption.

Will you please tell me whether, in your opinion, we should first take the matter up with the City of Klamath Falls or whether the Commission has authority to route traffic over the streets without the written consent of the City.

W. C. Williams

WCW/ds

FORM S-30 REM 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

Dear Mr. Williams:

I have rewritten again the resolution which has to do with naming certain streets in Klamath Falls as routes over which to send state highway traffic, and I have in this rewrite preserved and used the additions which you made; namely, the adding of a part of Main Street. The other changes which I have made are merely changes in the wording in order to clarify what I imperfectly said in the first place, and I now hand you five copies for presentation to the Commission.

Yours very truly,

J. M. DEVERS

jmd;avh

RECEIVED
FEB 22 1949
FOR FILING

5.C

Salem, Oregon
January 27, 1949

K. Falls

Mr. R. H. Baldock

Attached are two copies of a resolution adopted by the State Highway Commission at its meeting on January 24, 1949, designating a portion of Main Street and a portion of Esplanade Street in the City of Klamath Falls as state highway connecting streets between the Dalles-California and the Klamath Falls-Malin Highways.

These copies are for handling as you see fit. We have retained the original copy for the Commission's records and files and have forwarded one certified copy to Mr. W. H. Lynch and another certified copy to Mr. Robert A. Thompson, Mayor of the City of Klamath Falls.

Secretary

cc
Attchs.

January 27, 1949

Mr. Robert A. Thompson, Mayor
City of Klamath Falls
Klamath Falls, Oregon

Dear Mr. Thompson:

We are enclosing a certified copy of a resolution adopted by the State Highway Commission at its meeting on January 24, 1949, designating a portion of Main Street and a portion of Esplanade Street in the City of Klamath Falls as state highway connecting streets between the Dalles-California and the Klamath Falls-Malin Highways.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

January 27, 1949

Mr. W. H. Lynch
Division Engineer
Public Roads Administration
Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing for your records and files a certified copy of a resolution adopted by the State Highway Commission at its meeting on January 24, 1949, designating a portion of Highlands Street and a portion of Main Street in the City of Klamath Falls as state highway connecting streets between the Dalles-California Highway and the Klamath Falls-Malin Highway.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Mr.

KLAMATH FALLS

City Limits

UPPER KLAMATH LAKE

KLAMATH LAKE

RIVER

LAKE EWAUNA

KLAMATH FALLS-LAKEVIEW HIGHWAY

City Limits

RECEIVED
FEB 27
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

18-1043

2987

January 28, 1948

Mr. A. W. Schaupp,
State Highway Commissioner,
207 Willits Building,
Klamath Falls, Oregon.

Dear Mr. Schaupp:

Enclosed is a copy of a letter I have written today to Mr. Perkins, City Attorney of Klamath Falls. My letter to him is in response to his letter advising me that the City has now adopted an ordinance closing certain streets. I believe that this action on the part of the City clears the Commission's project so far as the City is concerned, and I intend to recommend to the Commission at its next meeting that this project be advertised for competitive bids.

Yours very truly,

J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:PW
Enc.
cc W. C. Williams
H. G. Smith

1st Ave – Esplanade

RECEIVED
MAY 26 1947
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

May 22, 1947

Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Mr. Baldock:

With respect to the project in Klamath Falls which involves the deadending of some city streets, I have prepared a resolution which, in due time, I shall ask the Commission to adopt and make a part of its records.

The City has asked that we proceed under the statute rather than as provided for in the tri-party agreement. You will recall that in the agreement the City was to proceed under its own charter procedure, but the City Attorney is afraid that threatened litigation might delay if it would not entirely prevent the deadending of the streets. So, the resolution I have prepared is one that I think is required by the statutes and I am attaching a copy and will defer bringing the matter to the attention of the Highway Commission until I hear further from Mr. Perkins, the City Attorney in Klamath Falls.

Yours very truly,

J. M. DEVERS

JMD:FRC

RESOLUTION

WHEREAS, the Highway Commission heretofore found and declared that in its opinion the streets which lead into, through and out of the corporate limits of Klamath Falls, over which streets the Highway Commission has routed State highway traffic leading from The Dalles-California Highway to the northerly city limits, to the easterly part of the city and to points on the Klamath Falls-Lakeview Highway and the Klamath Falls-Malin Highway, do not afford or make possible the construction of a modern highway adequate for the needs of existing and potential traffic, and

WHEREAS, the Commission has heretofore selected and adopted a new route and proposes to construct and maintain thereover a highway of modern design, which in the judgment of the Commission will better serve present and future traffic needs and will promote the development of the city, and in all respects will more nearly conform to standards of highway construction approved by the Public Roads Administration, and

WHEREAS, the City of Klamath Falls and Klamath County have in writing recognized the need for better highway and street facilities and accommodations to serve existing and potential traffic moving into, through and out of said city, and said city and county have expressed a desire to cooperate with the State in the accomplishment of a more modern transportation artery, and

WHEREAS, the route adopted by the Highway Commission over which

to construct a modern thoroughfare intersects several existing streets of said City of Klamath Falls, and

WHEREAS, for the purpose of constructing said highway the State has acquired title to real properties necessary for right of way uses, and

WHEREAS, the character, volume and destination of traffic, which will in the opinion of the Commission use said highway, is such as to warrant the imposition of restrictions and controls on traffic entering at grade said new highway from existing streets, and

WHEREAS, a thorough investigation of traffic conditions and of physical surroundings has been made by the Commission, a study of which conditions has lead to the finding and conclusion that certain intersecting and intersected streets should be closed or deadended at the point where such street or streets intersect said new highway, and

WHEREAS, the area or section of said city through which said new highway has been located is predominantly residential; now, therefore

BE IT AND IT HEREBY IS RESOLVED by the Commission, all members being present and voting affirmatively, as follows:

1. That the Commission does hereby find and declare that traffic conditions within and in the vicinity of Klamath Falls are such as to warrant and require the location and construction of a highway over a route which, under conditions which prevail, will make possible the construction of a highway which will provide needed convenience, safety and other accommodations for the motoring public.

2. That it is the purpose of the Highway Commission to construct and thereafter maintain on the route heretofore selected and adopted by the Commission, a highway of modern design, which route is generally defined as extending from a point which connects with the Klamath Falls-Lakeview Highway at or near Engineer's Station 226+00 and extends thence northwesterly over the most direct and feasible route to a connection with The Dalles-California Highway at or near Engineer's Station 78+00.

3. That after a study and investigation of traffic needs, giving due consideration to the volume, character and destination of traffic in said city and surrounding area, it is the judgment of the Commission and the Commission does hereby find and declare that the streets hereinafter enumerated should be closed or deadended at the point where said streets intersect or are intersected by the said proposed highway.

4. The Commission does further find and declare that the closing or deadending of said streets at said points of intersection is necessary in order to provide safety for the general public, and does find and declare that the closing or deadending of said streets at said points of intersection will contribute to a more expeditious and more orderly movement of traffic.

5. That a certified copy of this resolution be delivered to the municipal authorities of the City of Klamath Falls and that said city, through its officers, be requested to initiate, comply with and conform to all existing city ordinances or charter provisions

pertaining to the closing or deadending of said streets in said city, and that upon the completion of such procedure, the municipal authorities of the said city be requested to enter into a formal agreement with the State Highway Commission as provided for in Chapter 448, Laws of 1943.

6. That upon satisfactory showing by the municipal authorities of said city that the city has conformed to and complied with the provisions of said Chapter 448, Laws of 1943, the Commission's Chief Counsel be and he hereby is instructed to confer with the legal adviser of the City of Klamath Falls and together work out a mutual agreement within the meaning and purpose of said Chapter 448, Oregon Laws 1943, for execution by the municipal authorities of said city and the State of Oregon, by and through its State Highway Commission, covering the closing and deadending of the streets herein enumerated.

7. That the streets which intersect or are intersected by the said proposed highway, and which streets it is now proposed and contemplated be closed and deadended at the points of intersection, are the following:

VanNess Avenue
Hawthorn Street
Lexington Avenue
Henry Street
Lowell Street
Laurence Street
Painter Street
Delmore Street
Leroy Street
Fremont Street
Manzanita Street
Melrose Street
Earl Street
Alameda Avenue
Dolores Avenue
Erie Street
Hillside Avenue
Herbert Street
Bond Street
Henderson Street
Laguna Street
Sheldon Street
Wendling Street
Henry Street
Williams Avenue

That this resolution be entered in the minutes and records of the Commission as of the_____day of_____, 1947, and a duly certified copy of the same delivered to the Mayor of the City of Klamath Falls, a like certified copy delivered to the County Judge of Klamath County and a like certified copy delivered to the Public Roads Administration.

RECEIVED
JAN 8 1948
FOR FILING

18-1043

Salem, Oregon
December 24, 1947

Mr. R. H. Baldock

As soon as details pertaining to state closures are perfected we expect to call for bids on the First Avenue-Esplanade Section of the Klamath Falls-Malin Highway. A portion of this project (Esplanade Street underpass) is on a section of city street that is not now on the highway system. It is believed desirable to have the entire section from 9th and Main Street northeasterly to the revised Klamath Falls-Malin Highway junction be placed on the state highway system. This section is indicated in red coloring on the attached sketch map.

As we may be able to call for bids on this project at the January letting, it might be advisable for you to take up with the Commission at the December 29 and 30 meeting the matter of placing this section on the state highway system.

WCW/ds

W. C. Williams

RECEIVED
DEC 26 1947
FOR FILING

OREGON STATE HIGHWAY COMMISSION

18-1043

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 23, 1947

Copy Referred to
Adm
H.S. Gait
Dept of Interior
Bur. Reclamation

SUBJECT:

#168 To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Mr. Baldock:

There is a situation in Klamath Falls which has just been called to my attention and which involves our present program or project. I understand that you have as a part of the project the construction of what you call Esplanade leading from the highway to Main Street. It seems to me that if this is constructed it should be made a state highway for the reason that it will form a connection between the state highways and will carry primary highway traffic. I suggest that it be discussed at the next meeting and then if the Commission approves it I will prepare the necessary resolution.

Yours very truly,

J. M. DEVERS

JMD:avh

NOTED
W. C. WILLIAMS

RECEIVED
OCT 31 1947
FOR FILING
18-1043

Memo Referred to
Adm
US Govt
Dept of Interior
Bur. Reclamation

Salem, Oregon
October 29, 1947

Mr. J. M. Devers:
Chief Counsel
Office

I return to you herewith copy of an easement from the U. S. Reclamation Service to the State for the Esplanade Street Bridge in Klamath Falls. We have examined this form of easement as to engineering matters and find nothing in the agreement which we can not accept and therefore recommend its approval.

If the form is satisfactory as to legality and form, a sufficient number of copies should be prepared for execution by the State Highway Commission.

W. C. Williams

WCW:bb
Attachment

RECEIVED

FORM S-80 REV 7-47

OREGON STATE HIGHWAY COMMISSION

NOTED
W. C. WILLIAMS

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

I am returning herewith the copy of the easement from the U. S. Reclamation Service to the State for the Esplanade Street Bridge in Klamath Falls. I see nothing in this agreement which we cannot accept, and I would recommend its approval.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM
Attached

ASSIGNMENT

No. 126

WCW

DESCRIPTION: Let. 10/24/47 from [illegible]ers re. Bureau of Reclamation easement to cross the main canal of the Klamath Project at Esplanade St in Klamath Falls.

DATE: 10/27/47 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☒ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 10-28-47 ds

REMARKS:

FORM E-50 2M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 24, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

We have received from the Bureau of Reclamation an easement to cross the main canal of the Klamath project at Esplanade Street in Klamath Falls. The District Manager has just given me the form of easement which it is proposed to execute in response to our request.

In many instances, perhaps in most instances, this is the form which the Reclamation Bureau uses under such circumstances. However, there may be some things in here that may seem a bit harsh, although I fail to discover anything to which we can make serious objection.

Will you please examine the enclosed copy and then report back to me.

Yours very truly,

J. M. DEVERS

Enclosure
JMD:AW

RECEIVED
OCT 27 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
(illegible)
FOR FILING

18-1043

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 28, 1947

SUBJECT:

Bridges
General

To: Mr. S. H. Probert
Office

Dear Sir:

We have received a copy of an easement for the Esplanade Street Bridge widening in Klamath Falls. This easement contains the following clause:

"The State shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and shall require an identical provision to be included in all subcontracts: Provided, however, That this clause does not refer to, extend to or cover the business or activities of the State which are not related to or involved in the performance of provisions of this grant."

I do not believe our ordinary State contracts include a clause of this nature, and I am calling this to your attention so that it may be included in this particular job.

Very truly yours,

NOTED
W. C. WILLIAMS

C. S. Parson
Bridge Engineer

OSP CM
cc W. C. Williams

RECEIVED
OCT 10 1947
FOR FILING
18-1043

October 10, 1947

Mr. Glen D. Bowen
Water Superintendent
The California Oregon Power Company
Klamath Falls, Oregon

Dear Sir:

With reference to the relocation of your water main along Englewood Street, from Spring to Alameda, it was our thought that you should locate the main about 30 feet from the center line since there is a 2-foot strip between the sidewalk and the property line. We have an 8-inch sewer drain between Station 9+60 and Station 11+90 occupying this area, which drains into the 14-inch storm sewer along the west side of Spring Street. However, this is rather shallow and we felt you could place your pipe underneath the drain.

I would appreciate it if you would give some consideration to the practicability of locating your pipe underneath our 8-inch drain as it may be that such a location would be less expensive than removing and reinstalling the sidewalk.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
W. E. Chandler
P. P. Whitmore

FOR FILING
RECEIVED

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER TO OUR FILE NUMBER

KLAMATH FALLS, OREGON

October 7, 1947

OCT 8 1947

9+60
2 50

H. G. Smith, Construction Engineer
Oregon State Highway Department
Salem, Oregon

References: Water Main Relocation -
Esplanade Bridge.

Dear Sir:

In planning the relocation of our 12" cast iron water main along Esplanade Street between Spring and Alameda, I find that the best available location will be approximately 38 feet from center line, or 2 feet from property line between stations 5+10 and 9+75. This location will necessitate removal of the concrete sidewalk between stations 7+30 and 9+75.

The location of the railroad bridge piers, the heating coils in the slab and the new 12-inch sanitary sewer leaves very little room in the highway right of way for our main. Therefore, I suggest you approve removal of the 245 feet of sidewalk, which is already in poor condition.

In our job order estimate I have included the cost to remove, but not to rebuild the sidewalk, and in view of the very important function of our water main I hope that you will either sanction this removal or suggest another location further away from the sanitary sewer that will be satisfactory.

Very truly yours,

THE CALIFORNIA OREGON POWER COMPANY

Glenn D. Bowen

GLEN D. BOWEN
Water Superintendent

GDB:je
cc: PPWhitmore
State Highway Office
Klamath Falls, Ore.

RECEIVED
SEP 17 1947
FOR FILING

18-1043

September 16, 1947

Mr. Alfred B. Collier
P. O. Box 271
Klamath Falls, Oregon

Dear Sir:

Sometime ago, Mr. Booth, Assistant Chief Locating Engineer, discussed with you the possibility of instigating a city project for setting back the curbs on Esplanade Street between Wall Street and Spring Street, so as to conform with the street width on either side.

I am forwarding, under separate cover, two prints of a map showing our suggested improvement, which necessarily would need to be done by the city, and would recommend that you attempt to have the city officials have this work done.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: H. G. Smith

RECEIVED
SEP 8 1947
FOR FILING

11-1043

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 4, 1947

SUBJECT:

To: Mr. J.H. Devers,
Chief Counsel
OFFICE

Cross Referenced To
Adm
US Genl
Dept of Interior
Bureau of Rec.

Dear Sir:

The Bureau of Reclamation advises that the plans for the Esplanade Street Bridge revisions in Klamath Falls have been approved. In this letter they also advise as follows:

"The Grant and Easement for the Esplanade Street Crossing has been submitted to our Regional Council for approval and will be submitted to you as soon as it is ready."

Very truly yours,

C.S. Pearson,
Bridge Engineer

CSP/fs
cc: W.C. Williams
W.E. Chandler

RECEIVED
SEP 8 1947
FOR FILING

18-1043

August 21, 1947

KLAMATH FALLS (1st. Ave.-Esplanade St.) SEC.
KLAMATH FALLS - MALIN HIGHWAY

ED

Estimate of Cost - Heating System Only

All Required	Pumphouse		$ 600.00
190 Lin. Ft.	Well thru solid rock at	$8.00	1,520.00
70 Lin. Ft.	Well thru other material	4.00	280.00
80 Lin. Ft.	10" Well casing at	4.00	320.00
All Required	Pavement Heating system		12,000.00
		Total	$14,720.00

RECEIVED
AUG 1 1947
FOR FILING

Const
Projects
General

Salem, Oregon
July 30, 1947

Mr. B. B. Paxson:

Klamath (1st Ave. - Esplanade St)

Please make me a complete report in writing, accompanied by plans, for the hot water piping under the pavement in Klamath Falls. The report should show, in addition to other things, an estimate of cost of doing the work and a comparison between using a gradient that would not require the piping.

R. H. Baldock

RHB:hl

RECEIVED
AUG 25 1947
FOR FILING

18-1043

August 21, 1947

Oregon State Highway Commission

Gentlemen:

I have obtained herein a report of the improvement of Esplanade Street in Klamath Falls involving the section that goes over the present S.P.R.R. canal and under the S. P. railroad bridge.

This design necessitates an eight per cent grade and, in order to eliminate the danger of frost and ice on this relatively steep grade, it is proposed to install heating pipes two inches under the surface of the concrete pavement. To reduce this grade to five per cent would result in an additional cost of about $119,000 for construction and property damage and, besides, would necessitate a 6.7 per cent grade on another section of Esplanade Street, which condition would introduce to even almost the same hazard. The cost of installing the heating system is about $15,000.

This could, of course, be saved by the elimination of the heating system, but it would introduce a rather positive hazard in motor-vehicle operation and, knowing your desire to do everything you can to protect the public, the design was made to eliminate this hazard by the plan proposed.

I would earnestly recommend to you that the design as made be approved.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl
Encl.
cc: W. C. Williams

ESPLANADE STREET IMPROVEMENT IN KLAMATH FALLS

The proposed North Entrance into Klamath Falls uses Alameda Ave. for a part of the route. It is proposed to build the present improvement to Esplanade St. and use Esplanade St. as the connecting street to the city center. The location has been made for the eventual extension of the route south on Alameda St. to a connection with the Klamath Falls-Lakeview Highway on South Sixth St.

Attached is a print marked Sheet No. 8 which shows the plan and profile of the route on Alameda Ave. in the vicinity of Esplanade St. and a print marked Sheet No. 9 which shows the plan and profile of Esplanade St. from Eldorado Blvd. southerly across Alameda Ave. to Spring St. The present project stops at Spring St.

On these exhibits, the project, as planned and as advertised for bids at the July meeting of the Highway Commission, is shown in yellow insofar as the connection to Esplanade St. is concerned. An alternate scheme which would reduce the grade on Esplanade St. to 5 percent is shown in red.

In the section near Esplanade St., Alameda Ave. and the proposed highway follow the northeast bank of the U.S. Reclamation Service Main Canal. The water elevation in the canal at designed flow is 4130 which is only 4.6 feet below the elevation of Alameda Ave. at its intersection with Esplanade St. Esplanade St. extends northeasterly on an ascending grade of 4.09% and is the main service road for the residential district known as Hot Springs Addition. Southwesterly toward the city center, Esplanade St. descends on an 8.15% grade for approximately 400 feet where it crosses under the Southern Pacific main line tracks which are 300 feet northeast of and parallel to Spring St. The elevation of the railroad cannot be changed except at prohibitive cost and the existing railroad structure is now built so as to give the shallowest practical depth. The present vertical clearance under the railroad structure is approximately 12.5 feet. In order to get the required 14 feet of vertical clearance the existing surface of Esplanade St. at the underpass must be lowered.

It will be noted on Sheet No. 9, that without changing the elevation of the main line canal, an 8.06% descending grade from Alameda Ave. to the underpass will be necessary. Grades as steep as this are dangerous during winter weather because of ice. This project is located in that part of Klamath Falls which has a plentiful supply of natural hot water. We plan to use this hot water to heat a solution which will circulate through pipes cast into the pavement and which will prevent the formation of ice on this steep descending grade. If ice can be kept off the pavement, grades such as this can be successfully used.

Without an arrangement of this kind, whereby the pavement is kept free of ice, a 5% grade is as steep a grade as can be safely used. To get such a grade, Esplanade St. would be changed to the profile shown in red on Sheet No. 9. This change would necessitate the lowering of the canal at the crossing of Esplanade St. and the removal of the existing bridge. The canal could be carried under this lower grade line

by a triple 12' x 10' concrete siphon. Some preliminary discussion was had with the Reclamation Service and they indicated that they would approve such an installation but that they much preferred the canal to be left in its present position.

If Esplanade St. were to be lowered as shown by the red profile it will be necessary to lower Alameda Ave. to meet this grade. This will require a cut approximately 10 feet deep at the intersection of Alameda Ave. and Esplanade St. with increased construction cost on Alameda Ave. and a considerable property damage because of the lowering of this street grade in front of the buildings on Alameda Ave. It will also make it necessary to change and steepen the grade on Esplanade St. leading to the residential area to the north. The grade on this portion of Esplanade St. is now 4.09 percent and the revised grade would be 6.74 percent. This steeper grade will also create a traffic problem during the winter weather when ice might form on the pavement.

The construction costs of the two schemes have been carefully estimated and Mr. Witt and Mr. Benfield have made an appraisal of the probable property damage should the grade on Alameda Ave. be lowered. The following is the estimate of cost of the two schemes:

ESTIMATED COST ALAMEDA AVE. AND ESPLANADE ST.

Construction Cost	Present Plan	Possible Revision
Alameda Ave. from Station 82 + 23 to Station 89 + 47	$ 12,746.00	$ 19,258.00
Esplanade St. from Station 0 + 75 to Station 11 + 25	78,593.00	138,277.00
Net Construction Cost	91,339.00	157,535.00
10% Engineering and Contingencies	9,134.00	15,754.00
Total	100,473.00	173,289.00
Additional Property Damage		46,400.00
Comparative Costs	$100,473.00	$219,689.00

It will be noted that the revision which would reduce the grade on Esplanade St. to 5 percent is estimated to cost approximately $119,000 more than the plan which has been proposed.

The fact that natural hot water is readily available makes possible the saving of this money and it is recommended that the original design be approved.

STREET
60'
4" Water Main
8" Sewer
R. 20'
5" Conc. Walk
12" Water Main
ESPLANADE
← To City Center
12" San. Sewer
Raised
Traffic. Marker
Remove
Construct Conc. Curbs
Ser. Sta.
Const. 20' Conc. Driveway
SPRING
Dairy
Public All

KLAMATH FA

STREET

ESPLANADE

SPRING

Public Alley

Close Driveway

Close Driveway

End of Pvt. Hearing Sys.

Construct Conc. Ret. Wall Sta. 8+50 to Sta. 9+50

Future Track

SOUTHERN

R.R. R/W Line

12" Water Main

12" San. Sewer

4" Water Main

8" San. Sewer

5' Conc. Walk (in place)

Raised Traffic Markers

Remove and Reconst. Conc.

Median Strip

Remove Conc. Curbs

12" Storm Sewer

Construct Conc. Curbs

Const. 20' Conc. Driveway

Const. 20' Conc. Driveway

Public Alley

Future Track

Public Alley

Lost River Dairy

Ser. Sta.

to City Center

60'

80'

R.20'

R.25'

R.4'

These dimensions not to scale

STREET

4" Water Main
8" Sew. Sewer

Const. 20' Conc. Driveway

Public Alley

Const. Conc. Curbs

Const. 5' Conc. Walk (In place)

Relocate Traffic Markers

Remove and Const. Conc.

Close Driveway

Close Driveway

Future Track

R/W Line

Remove Conc. Curbs

Remove Sewer

Median Strip

Remove and Construct Cement Concrete Pavement

Lower Sew. Manhole

Remove Island

+42 End of Pvt. Heating Sys.

Public Alley

R.R. R/W Line

Construct Conc. Ret. Wall Sta. 8+50 to Sta. 9+50

Future Track

SOUTHERN PACIFIC CO. R.R.

Public Alley

Const. 20' Conc. Driveway

Const. 5' Conc. Walk 290'

Auto Cabins

Const. Ret. Wall 270' Min. Ht. 4' Max. Ht. 9.5'

Const. 20' Conc. Driveway

Edge of Pavement

Const. Conc. Curb

Const. Walk (In place)

Const. Sidewalk

Chlor. Plant

MICHIGAN

Existing Asph. Conc. Pvt.

Water Main

Storm Sewer

Const. 5' Conc. Walk 170'

ST.

Const. Ret. Wall 180' Min. Ht. 2' Max. Ht. 9.5'

Const. Conc. Walk

Const. Ret. Wall

Canal R/W Line

Const. 10' Conc. Driveway

Const. 10' Conc. Driveway

Construct Triple 12' & 10' Conc. Siphon

Raise and Widen Reinf. Conc. Br. 81' See Drgs. 8802-8803

CANAL

U. S. R. S.

Beginning of Pvt. Heating Sys.

6' Woven Wire Fence

KLAMATH FA
KLAM

FED. ROAD Div. No.	
8	

Revision
Comparis

Const. 20' Conc. Driveway

Const. Ret. Wall 270'
Min. Ht. 4' Max. Ht. 9.5'

Const. Conc. Walk
Nsry. Ret. Wall

Const. 10' Conc. Driveway

Conc. Walk 290'
Construct Portland Concrete Pavement

Lower San. Sewer

Remove Island

Const. Ret. Wall 120'
Min. Ht. 2' Max. Ht. 9.5'

Const. 5' Conc. Walk

Existing Asph. Conc. Pvt.

Const. 10' Conc. Driveway

Construct Triple 12'x10' Conc. Siphon

U. S. R. S.

Beginning of Pvt. Heating Sys.

Const. Conc. Ret. Walls

Const. Conc. Ret. Walls

Const. Conc. Curbs

Const. Bit. Mac. Surface

12" Water Main

12" San. Sewer

6" Gas Main

6" San. Sewer

Boise and Widen Reinf. Conc. Br. 81' See Dwgs. 8802-8809

CANAL

6' Woven Wire Fence

ALAMEDA

18" San. Sewer

STREET

ELDOR

12

11

13

KLAMATH FALLS (FIRST AVE - ESPLANADE ST.) SEC. KLAMATH FALLS - MALIN HWY. KLAMATH COUNTY				SHEET No. 9
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	STATE		See Index

Revision on Esplanade Street for Comparison of Costs as of Aug. 11-1947.

ALAMEDA

85+17.8 P.S.C.

Const. Conc. Ret. Walls

80'

8° C.C.
Δ 29°25½'
T. 236.6'

12

11

10

BLVD.

STREET

12" Water Main

Const. Conc. Curbs

Const. Bit. Mac. Surface

+75

+53.5

6" San. Sewer

6" San. Sewer

Const. Conc. Ret. Walls

13

ELDORADO

Beginning of Pvt. Heating Sys.

Beginning of Pvt. Heating Spec.

U. S. R. S. L.

Const. Conc. Ref. Walls

13

ELDORADO

75'

Present Top of Pavement

Scale: 1"= 5' Ver. 50' Hori

Indicates Project as bid

Indicates Project as revised

Chlor. Plant

Edge of Pavement

Edge of Street

Port. Cem. Conc. Pvt.

Conc. Walk (In place)

Conc. Curb

R.55

R.20

R.20

Existing 8" Water Main

Asph. Conc. Pvt.

MICHIGAN ST.

Const. 5' Conc. Walk

Const. Ret. Wall 180'
Min. Ht. 2' Max. Ht. 9.5'

R.10

Const. 10' Conc. Driveway

Construct Triple 12'x10' Conc. Siphon

U. S. R. S.

R.52'

Beginning of Pvt. Heating Sys.

25'

Const. Conc. Ret. Walls

75'

75'

Remove 5' Conc. Walks 300'

Esplanade Street

Rails and Widen Runs. Conc. B-811 (as bid)
Sed. Dwgs. No. 8802-8805

Present Top of Pavement +8.09

Proposed Top of Curb

Water Surface

Indicate

Indicate

Plan and Profile of Esplanade Street

These dimensions not to scale 2X2'

Const. 20' Conc. Driveway

Public Alley

R.R. R/W Line

Future Track

Public Alley

Const. 20' Conc. Driveway

R.R.

R.20'

Fisher Point

Pavement

Const. Conc. Curb

R.20'

R.55'

MICHIGAN

Existg. Asph. Conc. Pvt.

Water Main

Const. 5' Conc. Walk

ST.

Const. Ret. Wall 180' L
Min. Ht. 2' Max. Ht. 9.5'

Remove 5' Conc. Walks 300'

Const. 10' Conc. Driveway

Construct Triple 12' & 10' Conc. Siphon

U. S. R. S.

R.55'

Beginning of Pvt. Heating Sys.

75'

75'

Raise and Widen.
Reinf. Conc. Bf. 8' (as bid)
See Drgs. No. 8802-8803

U.S. Canal

Ser. Sta.

SPRING

12" San. Sewer

8" San. Sewer

Lost River Dairy

Construct Conc. Curbs

Const. 20' Conc. Driveway

Public Alley

These dimensions not to scale

Manhole F.L.El. 0.00

Future Track

R.R. R/W Line

Public Alley

Const. 20' Conc. Driveway

Const.

Manhole F.L.El. 0.00

Plan and Profile of

Ser. Str.
SPRING
12" San. Sewer
8" San. Sewer
Lost River Dairy
Const. 20' Conc. Driveway
Construct Conc. Curbs
200' These dimensions not to scale 270'
Public

+62 E of SPRINGS_IX

+25 ◆ 1241

13

12

11

+82 E of SPRING ST

66.18

+25

12.41

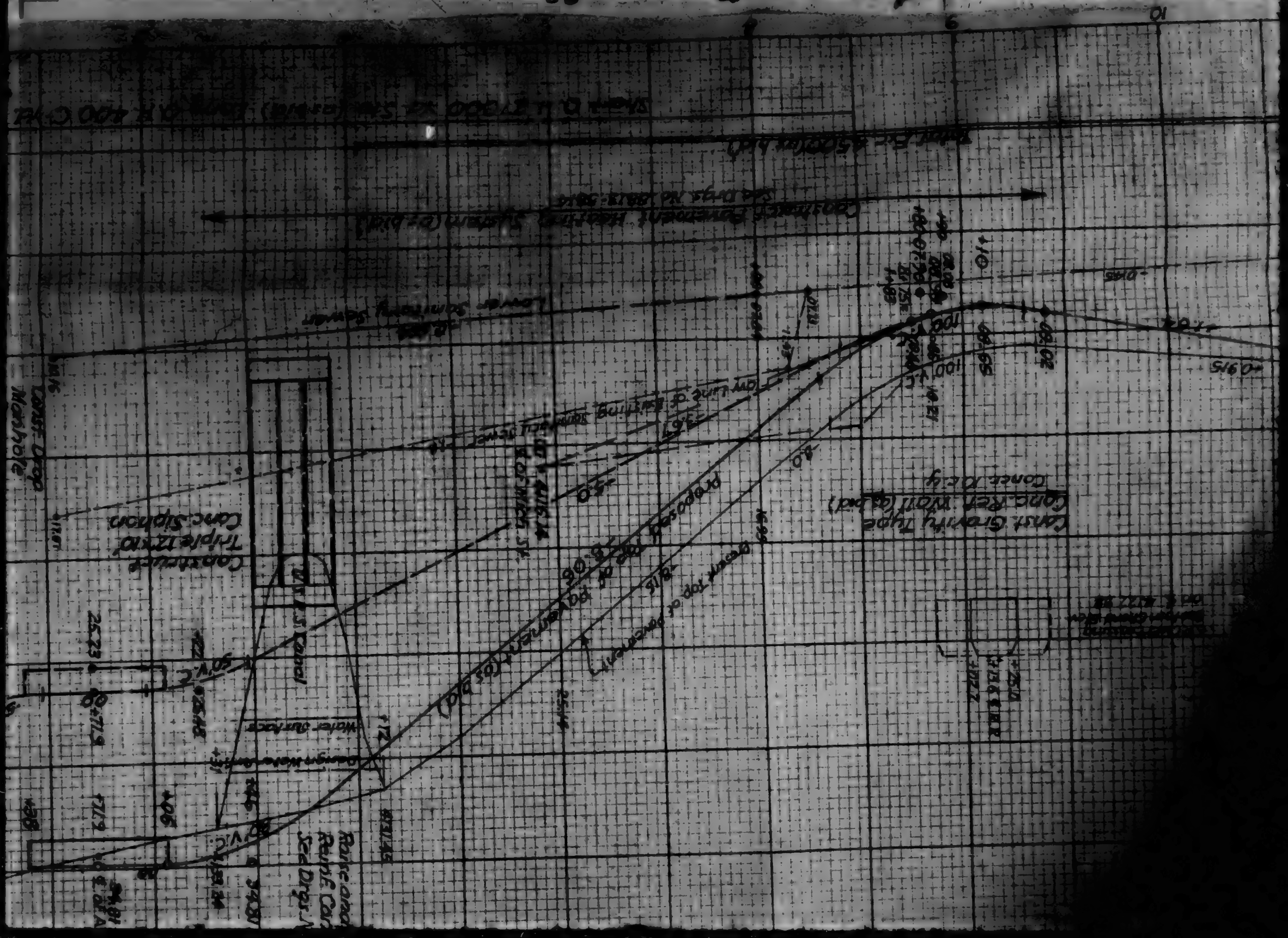
East Grand Trunk Type
Concrete Wall (Cut)
Concrete Base

+25.0

Present top of pavement

Proposed top of pavement

Line of Buildings


Concrete Curb
Water Surface
Design Hydraulic Grade Line
Reinf. Conc. Pipe

Indicates Projec

Indicates Projec

Construct Triple 12'x10' Conc. Siphon

Lower Sanitary Sewer

Short O. H. 37000 Yd. Sta. (as bid)

Indicates Project as bid

Indicates Project as revised

Catchbasin
Triple 12"x18"
Conc. Slotted

Long Q.H. 400 C.Y. Vol. Sto

PORTLAND

50'

26'

26'

4'

12" Storm Sewer

12" Storm Sewer

50'

STREET

78+08.3

194'

R.20'

34'

34'

25'

60'

12" Storm Sewer

75+47.2 P.S.

DOLORES

R.R. & Hwy. R/W Lines

Const. 5.5' Conc. Walk

50'

50'

55'

400' Spiral
SΔ 8°

R/W Line

AVE.

Const. Integral Curb & Gutter

st Manhole +80

24'

12" Storm Sewer

Install Sight Posts

+80 Const. Catch Basin
Inst. 8" Sewer Pipe 25'

77+47.2 P.S.C.

55'

R.20'

25'

60'

1° C.C.
TΔ 19°02'
Ts. 440.8'

MELROSE

STREET

12"

R.20'

78+23.0 P.C.S.

+00 Adjust Manhole
Const. Catch Basin

50'

T.38S. R.9E. W.M.
KLAMATH FALLS

AVE

STREET

MELROSE

EARLE

ALAMEDA

Line

Δ 19°02'
Ts. 440.8'

+80 Const. Catch Basin
Inst. 8" Sewer Pipe 25'

77+47.2 R.C.

+00 Adjust Manhole
Const. Catch Basin
+20 Inst. 12" Sewer Pipe 110'
Const. Conc. Spillway (Extra Work)

78+23.0 R.C.

+00 Const. Catch Inlet
Install 8" Sewer Pipe 70'

+00 Const. 12' Conc. Driveway

+15 Const. 12' Conc. Driveway
400' Spiral
SΔ 8°

+00 Remove 2 Catch Basins
+10 Const. 12' Conc. Driveway
Const. 2 Catch Basins
+73 Inst. 12" Sewer Pipe 100'
(Const. Conc. Spillway (Extra Work)
+95 Adjust Manhole
+07 Const. Catch Basin
Inst. 8" Sewer Pipe 35'

Const Integral Curb & Gutter

R/W Line

Remove Conc. Curbs & Warrenite Pvt.

12" San. Sewer

Tangent
Install Sight Posts

12°C.

Const. Reinf. Conc. Partial Viaduct 237.6'
See Br. Drgs. No. 8785 to 8789 incl.

+60.6

Adjust Manhole

T.38S. R.9E. W.M.
KLAMATH FALLS

Re

ST.

EARLE

+00 Adjust Manhole
Const. Catch Basin
+20 Inst. 12"Sewer Pipe 110'
Const. Conc. Spillway (Extra Work)

+00 Const. Catch Inlet
Install 8"Sewer Pipe 70'

+00 Const. 12'Conc. Driveway

15-Const. 12'Conc. Driveway
400'Spiral
5Δ 8°

+00 Remove 2 Catch Basins
+10 Const. 12'Conc. Driveway
Const. 2 Catch Basins
+73 Inst. 12"Sewer Pipe 100'
(Const. Conc. Spillway (Extra Work)
+95 Adjust Manhole
Const. Catch Basin
+07 Inst. 8"Sewer Pipe 35'

82+23.0 R.R.T.

+45 Const. 12'Conc. Driveway

93+178 P.S.

200'Spiral
5Δ 8°

9 8 7 6 5

80'
25'

R/W Line

R.20'

R.20'

50'

ALAMEDA AVE.

+32

Remove Conc. Curbs & Warrenite Pvt.

Raised Traffic Marker

80' 30'

Const. Bituminous Macadam Surface

Sprinkler (In P

Canal R/W Line

Construct Integral Curb & Gutter

Existing Woven Wire Fence - Steel Posts

12"C.

Const. Reinf. Conc. Partial Viaduct 237.6'
See Br. Drgs. No. 8785 to 8789 incl.

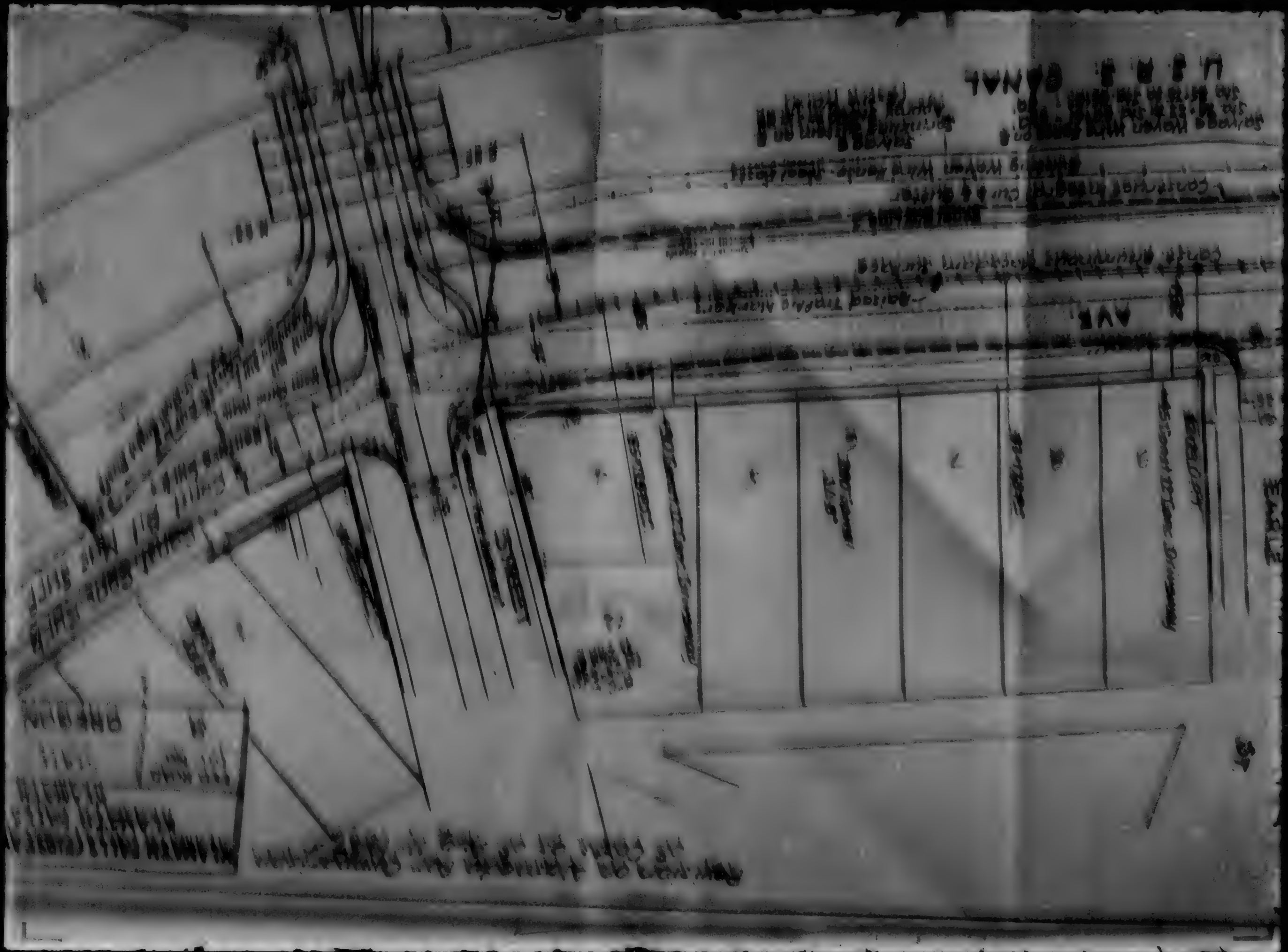
+62.6

75'

Salvage Woven Wire Fence on R.
Sta. 78+23 to Sta. 80+61 - 250'
Sta. 85+75 to Sta. 86+05 - 30'

Salvage Sprinkling System on R.
Approx. Sta. 80 to Sta. 86
(Extra Work)

U. S. R. S. CANAL



Revision on Alameda for Comparison of Costs as of Aug. 11-1947.

KLAMATH FALLS (FIRST AVE.-ESPLANADE ST.) SEC. KLAMATH FALLS - MALIN HWY. KLAMATH COUNTY				SHEET No 8
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS See Index
8	OREGON	STATE		

Revised July 16-1947

STREET

8°C.L. TΔ 29°25' Ts 288.6'

12

5

4

3

2

200' Spiral SΔ 8°

90 Const. 12' Conc. Driveway

85+17.8 P.S.C.

80'

R.28'

Move Fire Hydrant

(in place)

88+98 P.S.C.

200' Spiral SΔ 8°

Const. Conc. Curb

Const. Bit. Mac. Surf.

Remove Curb

R.53'

25'

34'

Rem. Conc. Walk

Const. Bit. Macadam Surf.

Const. Curb

Install Sight Posts

3'

00+85.6 P.T.

STA 88+00

SOUTH END OF CONTRACT STA 88+00

P.I. 88+98

75'

75'

Raised Traffic Markers

Sprinkler Heads (in place)

R.65'

R.55'

30'

5'

5'

R.50'

85'

34'

12'

65'

n Surface

nal R/W Line

Gutter

en Wire Fence - Steel Posts

1 Salvage Sprinkling System on R. Approx. Sta. 80 to Sta. 86 (Extra Work)

E.

Raised Traffic Markers

inous Macadam Surface

Sprinkler Heads (in place)

Canal R/W Line

Integral Curb & Gutter

Existing Woven Wire Fence - Steel Posts

re Fence on R.
0+61 - 250'
6+05 - 80'

Salvage
Sprinkling System on R.
Approx. Sta. 80 to Sta. 86
(Extra Work)

CANAL

Canal R/W Line

Indicates Project as bid

Indicates Project as revised

Const. Macadam

R. 65'

R. 55'

R. 30'

MICHIGAN

AVE.

ESPLANADE

Chlor. Plant

Closed Sewer

TH END OF CONTR

Sprinkler Heads (In place)

Congl R/W Line

Construct Integral Curb & Gutter

Existing Woven Wire Fence - Steel Posts

Salvage Woven Wire Fence on R.
Sta. 78+23 to Sta. 80+61 - 250'
Sta. 85+75 to Sta. 86+05 - 30'

Salvage Sprinkling System on R.
Approx. Sta. 80 to Sta. 86
(Extra Work)

U. S. R. S. CANAL

Congl R/W Line

R. 65'

R. 55'

R. 30'

ESPLANADE

80'

Indicates Project as bid

Indicates Project as revised

Canal R/W Line

Construct Integral Curb & Gutter

Existing Woven Wire Fence - Steel Posts

212'C.

onst. Reinf. Conc. Partial Viaduct 237.6'
See Br. Drgs. No. 8785 to 8789 incl.

+62.6

75'

75'

Salvage Woven Wire Fence on R.
Sta. 78+23 to Sta. 80+61 - 250'
Sta. 85+75 to Sta. 86+05 - 30'

Salvage Sprinkling System on R.
Approx. Sta. 80 to Sta. 86
(Extra Work)

U. S. R. S. CANAL

SOUTHERN PACIFIC CO. RAILROAD

Canal R/W Line

Indicates Project as bid

Indicates Project as revi

st Manhole

truct Catch Basin
8" Sewer Pipe 25'
tr. Exc. 3 C.y.
st. Manhole
uct Catch Basin
12" Sewer Pipe 110'
f. Concr. Spillway (Extra Work)
r. Exc. 20 C.y.

Const. Catch Basin
Standard Sewer Pipe 70'
Str. Exc. 9 C.y.

Catch Basins
Sewer Pipe 100'
Spillway (Extra Work)
Str. Exc.
Manhole
ct. Basin
Sewer Pipe 35'
Ex. 15 C.y.

Adjust Manhole

Const. Reinf. Conc. Portal Viaduct 237.6'
See Br. Drgs. No. 5785 to 5789 incl.

SOUTHERN PACIFIC CO. RAILROAD

+60.6

75'

75'

Salvage
Sta. 16
Sta. 85

U.

djust Manhole

Construct Catch Basin
Inst. 8" Sewer Pipe 25'
Str. Exc. 3 c.y.
Adjust Manhole
Construct Catch Basin
Inst. 12" Sewer Pipe 120'
Const. Concr. Spillway (Extra Work)
Str. Exc. 20 c.y.

Const. Catch Inlet
Install 8" Sewer Pipe 20'

ALAMEDA AVE.

50'

Adjust Manhole

Foc

4130

600' V.C.
4140

Edge Sta 11+50

Sheet 2 of 4 Sheets

Loop 0 & S45 C.I. Yd. Sta

75

+80 Adjust Manhole

Construct Catch Basin
Inst. 8" Sewer Pipe 25'
Str. Exc. 3 c.y.

+80 Adjust Manhole

4133.21 Construct Catch Basin

+00 Inst. 12" Sewer Pipe 110'
Const. Concr. Spillway (Extra Work)
Str. Exc. 20 c.y.

123

Const. Catch Basin
Inst. 8" Sewer Pipe 25'
Str. Exc. 3 c.y.
+80 Adjust Manhole
Construct Catch Basin
Inst. 12" Sewer Pipe 110'
Const. Concr. Spillway (Extra Work)
Str. Exc. 20 c.y.
+80 Adjust Manhole
+00 4138.21
423
Const. Catch Inlet
Install 8" Sewer Pipe 70'
Str. Exc. 9 c.y.
Remove 2 Catch Basins
Const. 2 Catch Basins
Install 12" Sewer Pipe 100'
Emb. 685
Exc. 225
Emb. 190
100.6
10.16
80

Indicates Project as bid

Indicates Project as revised

Culvert 23'6"
Abnormal

+0.16

Exc. 225
Emb. 190

Exc. 635

400' V.C.

Proposed Grade
Revision

Exc. 168
Emb. 159

Indicates Project as found

Indicates Project as revised

Exc. 108 Emb 152

Proposed Grade Revision

400' V.C.

+34.32

25.23

50' V.C.

+30

+0.6

Construct 2 Catch Basins

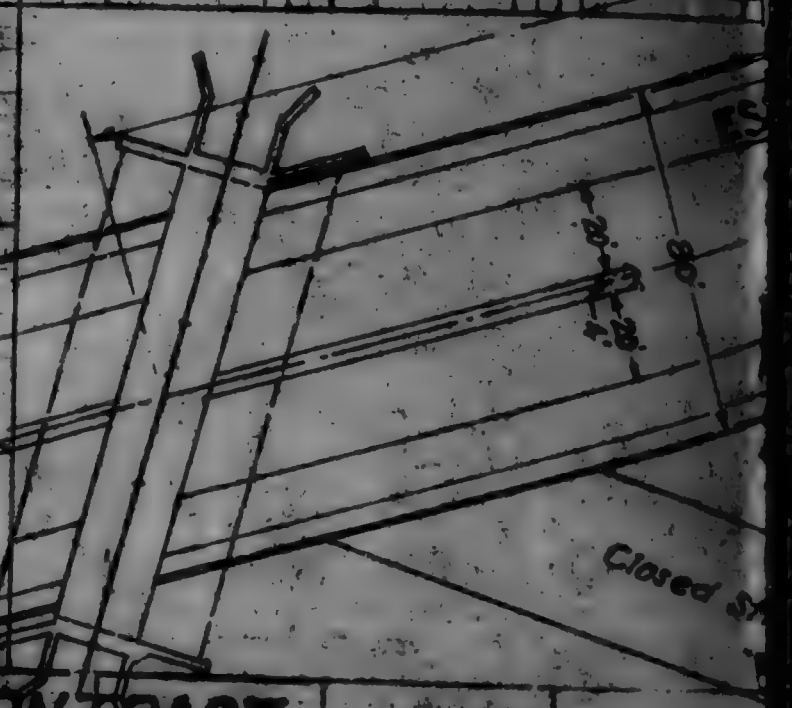
+65 Install 12" Sewer Pipe 80'

" 6" " 15'

+90 Construct Spillway (Extra work) Str. Exc 29 c.y.

+10 Remove Catch Inlet

+35 Adjust Manhole



STA. 88+00 SOUTH END OF CONTRACT

18-8305 McCredie Springs-Little Des- 1948
chutes River Rock Prod. Proj.,
#2988 Willamette Hwy.

RECEIVED
APR 8 1949
FOR FILING

N. C Williams

April 14th, 1949

FINAL COST ANALYSIS

McCredie Springs-Little Deschutes River Section — Willamette Highway
Rock Production — Prefix 18-B(5)

18-B3(5)
2988

M. A. Tosio Construction Co., Contractor
P. P. Waltmore, Resident Engineer

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1½" Cr. Rock in S.P.	7,477.4	Cu. Yd.	$2.61	$2.85	$19,522.01	$21,310.59
½"-1½" " " " "	5,226.2	" "	2.61	2.85	13,644.98	14,894.67
½"-3" " " " "	3,500.0	" "	2.61	2.85	9,137.81	9,975.00
Screen Rejects in S.P.	520.3	" "	0.25	0.25	130.08	130.08
Haul Screen Rejects	31.21	Yd. Mi.	0.12	0.12	3.75	3.75
Haul Adjustment in Favor of State	10,031.8	" "		0.10		- 1,003.18
Force Account					539.17	571.92
Totals for This Project					$42,977.40	$45,882.90
Crushed for Forest Service:						
1½"-0"	400	Cu. Yd.	2.05	2.00	820.51	800.00
3/4"-0"	800	" "	2.05	2.25	1,641.03	1,800.00
					$45,438.94	$48,482.90

NOTED
W. C. WILLIAMS

Gross Revenue	$48,482.90
Total Cost	45,438.94
Net Profit	$3,043.96

Net Profit Equals 6.3% of Gross Revenue

McCredie Springs-Little Deschutes River

Detail of Cost

Labor:

Supervision	$3,000.00	
Labor	10,830.00	
Payroll Insurance	1,521.60	
		$15,351.60

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$7,680.00	
" " , Hired	3,688.76	
Hired Trucks, Fully Operated	7,352.48	
Gas, Oil & Grease	3,619.21	
Explosives	2,884.53	
Drill Steel	655.00	
Move In, Freight & Cartage	1,713.45	
Small Tools & Misc. Supplies	1,035.00	
P.L. & P.D. Insurance	190.00	
Bond	299.25	
Office & General Overhead	969.66	
		30,087.34

Total Cost.....$45,438.94

Breakdown of Costs

	Quantity	Unit	Cost	Unit Cost
Move In & Set Up	17,404	Cu. Yd.	$2,358.49	$0.14
Strip & Develop Quarry	"	" "	1,806.47	0.10
Drill and Shoot	"	" "	14,951.53	0.86
Haul to Crusher	"	" "	5,140.39	0.29
Crush	"	" "	11,449.69	0.66
Cost in Bunker			$35,700.57	$2.05
Haul to Stockpile	16,204	Cu. Yd.	7,352.48	0.45
Stockpile	"	" "	1,712.89	0.11
Screen Rejects	520.3	" "	130.08	0.25
Haul Screen Rejects	31.21	Yd. Mi.	3.75	0.12
Force Account			539.17	
Total Cost			$45,438.94	

Remarks:

This was a state project. The contract, calling for furnishing of 17,500 cu. yds. of crushed rock in stockpiles on the McCredie Springs-Little Deschutes Section of the Willamette Highway, was bid and awarded March 12th, 1948.

The contractor moved a small portable crusher to the designated quarry 0.2 mile south of M.P. 63.23. Development of quarry and setup of plant was started on June 1st, and crushing operations started June 29th.

The crushing plant consisted of a 15" x 24" Cedar Rapids jaw crusher, 24" x 16" Cedar Rapids rolls crusher, 3' x 8' triple-deck screen with conveyors and electric motors as required. The plant was powered by two small gasoline engines and a 46 KV diesel generator set. The crusher was fed with an International TD-14 dozer.

The quarry was a good dice rock formation but had a considerable amount of overburden and some large fir trees which had to be removed. A hired compressor and a hired wagon drill were used to drill the quarry, and quarrying operations were carried on as long as crushing operations, with several small shots being made. Inexperience of the contractor in quarry work resulted in a much higher than normal drill and shoot cost for this type of quarry.

Crushing operations were completed October 28th. The crusher operated 690 hours for an average production of 25 cu. yd. per hour. Haul to stockpile was done with hired trucks.

The contractor had good equipment and personally supervised the project. The work was diligently prosecuted through the short working season and good production was maintained for this small crushing plant.

E. H. Clymer
Cost Analyst

By . . C. C. Svensen

P. H. Baldock

April 1th, 1949

FINAL COST ANALYSIS

McCredie Springs-Little Deschutes River Section
Contract #2988
Rock Production
N. A. Toole Construction Co., Contractor
P. P. Whitmore, Resident Engineer

Willamette Highway
Prefix 18-8305

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	7,477.4	Cu. Yd.	$2.61	$2.85	$19,522.01	$21,310.59
½"-¼" " " " "	5,226.2	" "	2.61	2.85	13,644.58	14,894.67
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Gross Revenue	$48,482.90
Total Cost	45,438.94
Net Profit	$3,043.96

Net Profit Equals 6.3% of Gross Revenue

NOTED
State Highway Engineer

Courtesy of Special Collections
McCleggle Library

McCrodie Springs-Little Deschutes River

Detail of Cost

Labor:		
Supervision	$3,000.00	
Labor	10,830.00	
Payroll Insurance	1,521.40	
		$15,351.60
Equipment Rental & Misc. Expense:		
Equipment Rental, Owned	$7,680.00	
" " , Hired	3,688.76	
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		30,087.34
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Cost in Bunker			$35,700.57	$2.05
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Stockpile	"	" "	1,712.89	0.11
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Haul Screen Rejects	31.21	Yd. Mi.	3.75	0.12
Force Account			539.17	
Total Cost			$45,438.94	

Remarks:

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E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
JAN 4 - 1949
FOR FILING

18-8305

2988

January 3, 1949

General Casualty Co.of America
Elma M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. [illegible], for rock production on the McCredie Springs-Little Deschutes River Section of the Willamette Highway in Klamath and Lane Counties, has been completed by the contractor, H. A. Teale Construction Company, and that final payment in the amount of $1,359.50 will be made on or after January 13, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $45,882.90, of which amount $571.99 represents force account items. This contract was completed on October 31 and accepted by the Commission on December 20, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

NOTED ON CARD
1-3-49 JF

RECEIVED
DEC 14 1948
FOR FILING

18-8305

2988

December 14, 1948

General Casualty Co.of America
Miss M. Stewart, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Madam:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to the M. A. Toole Construction Company, on contract No. 2988, for rock production on the McCredie Springs-Little Deschutes River Section of the Willamette Highway in Klamath and Lane Counties. This payment, in the amount of $4,507.78, will be made on or after December 24, 1948. The retained percentage is $1,377.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Department

NOTED ON CARD
12-14-48 gl

Form E-1—SM—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 20, 1948

Section McCredieSpringsLittleDeschutesRiver

Kind of work Rock Production

Highway Willamette

Section prefix 18-8305

Contractor MATeeleCementCo

Contract number 2988

Date of contract March 12, 1948

Date of completion Oct. 31, 1948

Date work started June 1, 1948

Estimated date of completion Moving out Nov 20, 1948

Amount of contract . . . . . $ 49875

Per cent of time elapsed 100 plus %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 1500, 3 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor has not operated plant since Oct 30. Impossible to operate longer in this quarry acct of low face, heavy overburden, snow and wet ground. As quantities are nearly up to contract amounts (it is believed) the contractor has been shaping piles so that we can accurately measure them. He has been moving out equipment and cleaning up sites to satisfaction of forest ranger and state. We have had survey party up there all last week and part of this week measuring piles and staking layout for driveways and buildings for D.M.S. Edwards, at his maint. headquarters, at Odell Lake Station.

Are computing final quantities and closing out this contract job with final estimate.

NOTED
PAY ENGR

Signed P.P.Whitmore, Res. Engineer.

Address Box 1090 Klamath Falls, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities		17500			
Estimated quantities moved or placed to date		16000	±		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ... %; ..... County, ... %; ..... County, ... %; ..... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4					1	5
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	2						2
Men and tractors							
	6					1	7

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			Snow on ground 24"
Monday	Overcast		Contractor moving out.
Tuesday	Snow		
Wednesday	Overcast		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
NOV 22 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
APR 21 1948
FOR FILING

18-83 05

April 20, 1948

W. A. Teale Construction Co.
P. O. Box 637
Ontario
Oregon

Gentlemen:

We enclose herewith, for your files, a fully executed copy of contract No. 2988 which was awarded to you on March 12, 1948 by the State Highway Commission, covering the McCredie Springs-Little Deschutes River Section of the Willamette Highway in Klamath and Lane Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 16 1948
FOR FILING

18-8305

#2988

March 15, 1948

E. A. Toole Construction Co.
Post Office Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for the McCredie Springs-Little Deschutes River Rock Production Project on the Willamette Highway in Klamath and Lake Counties. This award was based on your low bid of $49,875.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

S-241(3) Fremont Jct.-Mud Cr. Sec., 1948
Warner Secon. Hwy.
#2989

RECEIVED
MAY 24 1949
FOR FILING

Fremont Jct.-Mad Creek
Prefix 119-1009-201(46)
8-241 (3)

FINAL COST ANALYSIS
Regrade and Surface
J. S. Sawyer, Resident Engineer
Inter City Sand & Gravel Co., Contractors

Warner Secondary Highway
Contract #2989

2989

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$5,249.24	$5,960.00
Struct. Exc., Unclass.	148	Cu. Yd.	2.52	5.00	372.96	740.00
Trench Exc., Unclass.	162.12	" "	2.52	5.00	407.10	810.60
Sem'l. Exc., Unclass.	43,196.8	" "	0.688	0.80	29,714.84	34,557.44
Short Overhaul	59,212	Yd. Sta.	0.016	0.02	975.73	1,184.24
Long Overhaul	1,269.4	C-Yd. Sta.	0.41	0.50	517.86	634.70
Finishing R/W & Slopes	4.92	Mile	692.57	600.00	3,407.45	2,952.00
12" Corr. Metal Pipe	130	Lin. Ft.	2.57	3.50	334.22	455.00
18" " " "	486	" "	3.24	4.50	1,576.50	2,187.00
24" " " "	10	" "	4.63	6.30	46.28	63.00
36" " " "	20	" "	8.45	11.50	[illegible]5	230.00
60" " " "	20	" "	22.48	30.60	449.56	612.00
43" Arch Corr. Metal Pipe	40	" "	8.83	11.00	353.21	440.00
12" Concrete Pipe	12	" "	2.20	3.00	26.44	36.00
18" " "	138	" "	3.31	4.50	456.17	621.00
1½"-0" Mat'l. in Base	21,865	Cu. Yd.	2.13	2.32	46,668.66	50,726.80
3/4"-0" Mat'l. in Surf.	13,987	" "	2.67	2.32	37,280.97	32,449.84
Sprinkling	1,275	M/Gal.	2.61	3.00	3,329.46	3,825.00
1½"-0" in Stockpile	853.94	Cu. Yd.	2.13	2.32	1,822.65	1,981.14
3/4"-0" in Stockpile	549.85	" "	2.67	2.32	1,465.57	1,275.65
PA #1, 6" Perf. Metal Drain Pipe	134	Lin. Ft.	1.98	2.70	265.77	361.80
PA #1, Gravel Backfill	12	Cu. Yd.	6.35	10.00	76.20	120.00
PA #2, Salvage Culv. Pipe	114	Lin. Ft.	0.61	2.00	69.80	228.00
PA #3, Sem'l. Excav., Unclass.	1,062.9	Cu. Yd.	0.64	0.80	675.10	850.32

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #3, 1½"-0" Base Rock	250	Cu. Yd.	$2.13	$2.32	$533.60	$580.00
PA #3, 3/4"-0" Surfacing	120	" "	2.67	2.32	319.85	278.40
PA #4, 12" C.I.P. Salvaged	90	Lin. Ft.	1.35	1.84	121.64	165.60
PA #4, 15" " "	24	" "	1.47	2.00	35.26	48.00
PA #4, 18" " "	74	" "	1.55	2.11	114.70	156.14
PA #4, 36" " "	4	" "	3.06	4.16	12.22	16.64
SP ½"-0" Screen Rejects in SP	837	Cu. Yd.	0.25	0.25	209.25	209.25
Force Account					49.90	59.58
					$137,107.11	$144,815.14
Less ½ of Lump Sum Reduction on Contract #2990						- 2,000.00
						$142,815.14

Gross Revenue	$142,815.14
Total Cost	137,107.11
Net Profit	$ 5,708.03

Net Profit Equals 4% of Gross Revenue

Detail of Cost

Fremont Jct.-Mud Creek

Labor:

Supervision	$6,767.09	
Labor	47,705.43	
State Industrial Accident Insurance	1,717.86	
Social Security	514.73	
Unemployment	1,168.78	
		$57,873.89

Materials:

6" Perf. Corr. Metal Pipe	134 Lin. Ft.	at	$0.79	$105.86
6" " " " " Bands	6 Each	"	0.94	5.64
12" Corr. Metal Pipe	130 Lin. Ft.	"	1.66	215.80
12" " " " Bands	12 Each	"	1.88	22.56
18" " " "	486 Lin. Ft.	"	2.39	1,161.54
18" " " " "	35 Each	"	3.40	119.00
24" " " "	10 Lin. Ft.	"	3.72	37.20
24" " " " "	1 Each	"	4.39	4.39
36" " " "	20 Lin. Ft.	"	7.34	146.80
36" " " " "	4 Each	"	7.39	29.56
60" " " "	20 Lin. Ft.	"	15.75	315.00
60" " " " "	1 Each	"	27.16	27.16
43" x 27" Corr. Metal Pipe Arch Type	40 Lin. Ft.	"	7.65	306.00
43" x 27" Corr. Metal Pipe Bands	1 Each	"	7.75	7.75
12" Concrete Pipe	12 Lin. Ft.	"	1.23	14.76
18" " "	138 " "	"	2.23	307.74
Cement	2 Bbl.	"	3.05	6.10
Sand and Gravel	5 Cu. Yd.	"	2.50	12.50
Crushed Gravel	12 Cu. Yd.	"	5.00	60.00
				2,905.36

Equipment Rental & Miscellaneous:

Equipment Rental	$39,955.45	
Rented Trucks - Inc. Gas, Oil, Grease & Drivers	13,387.37	
Gas, Oil & Grease	9,443.66	
Lumber	935.30	
Explosives	3,872.30	
Cattle Guard and Pipe for Forest Service Road	1,606.42	
Drill Steel	597.00	
Freight & Cartage	1,303.66	
Small Tools & Misc.	2,416.51	
Field Office	348.09	
Bond	1,039.50	
Home Office & General Overhead	1,422.60	
		76,327.86

Total Cost $137,107.11

Remarks:

This was a "Federal Aid Secondary Project" calling for the regrading of 4.92 miles of roadbed and the furnishing and placing of 3.64 miles of crushed rock surfacing.

Work was started by the contractor April 8th, 1948, and completed November 22nd, 1948. Equipment used consisted of three D-8 tractors, one D-7 tractor, two angle dozers, one 12 cu. yd. and one 14 cu. yd. carryalls, one heavy duty ripper, one blade, one 210 compressor, one utility truck, two pick-ups, two jackhammers, one 3/4 cu. yd. shovel, one 10-ton roller, one dump truck, one water pump, one water wagon and one crushing plant. The crushing plant consisted of a Cedar Rapids portable crushing plant supplemented by a 18" x 36" jaw crusher unit complete with power, 36" cone crusher, HD-19 power plant, two-deck screen, three-deck screen and 24 cu. yd. portable steel bunker. Hauling was handled entirely by hired trucks.

Clearing consisted of some large pine, considerable jackpine and small growth on the Fremont Junction end of the project and sagebrush on the Mud Creek end. Except for the piling of the pine logs the major portion of the work was handled by hand labor. Bid prices were low for the item and only a small profit was realized.

Structural and trench excavation and the placing of the pipe were handled by the clearing crew and were entirely hand labor. Costs were high but bid prices were extremely high and a large profit was made.

Excavation consisted of some common, a considerable amount of intermediate, consisting of common overburden and solid floor, and a few solid rock cuts. The intermediate contained more material requiring drilling and shooting than the contractor had estimated and costs were higher than anticipated but good progress was made and a fair profit was shown.

Crushing was a very unprofitable item from the contractor's standpoint, due to unsuitable equipment, lost time and mediocre supervision. Instead of setting up and using material from the state-owned quarry, the contractor elected to obtain material from the Forest Service directly across the ravine from the state quarry at M.P. 8.56. In lieu of royalty payments to the Forest Service, the contractor furnished and placed a large 84-inch pipe across the creek leading to the quarry, furnished and placed a cattle guard and did some work on the service road. Total costs of this work amounted to approximately $2,000.00 or $0.05 per cubic yard for the crushed rock produced.

The plant used at the start of the crushing operations consisted of a two-crusher all portable Cedar Rapids crushing unit having a 9" x 36" jaw crusher and a 24" rolls crusher. Sufficient material could not be produced with this small unit, and a 24" x 36" jaw unit was set in in front of the portable plant. This necessitated rebuilding the plant completely and 8 days were lost on the changeover. Production was fair for the 1½" - 0" material but as soon as the contractor changed to 3/4" - 0" production again fell off and a 36" cone crusher was installed to help the portable unit as a recrusher. This change again used up 8 days of crushing time and added to the crushing costs. The quarry used was very good and an efficient, properly designed plant could have produced the material at a profit, but due to inefficient management and improper crushers, the costs were considerably more than the revenue. Street work was handled by one roller and one and two blades as required. It was extremely difficult to set up the material as only one water tank was used and insufficient water was available for the dry condition of the roadbed.

Clearing and all excavation items were handled very efficiently by the grading superintendent and showed a fair profit, but crushing items showed little profit due to inefficient supervision and improper equipment and only a small profit was made on the complete project.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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APR 27 19
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D-241 (3)

2909

April 27, 1949

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

This is to advise you that State Highway Contract No. 2909 for work on the Fremont Jct.-Bud Creek Section of the Warner Secdy. Highway, in Lake County, has been completed by the contractor, Inter City Sand & Gravel Co., Inc. and that final payment in the amount of $4,344.49 will be made on or after May 7, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $144,815.14, of which amount $59.96 represents force account items. This contract was completed on November 22, 1948 and accepted by the Commission on December 20, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

vm

cc- United Pacific Insurance Co.
Bryant G. Dober, Agent
16 E. Broadway
Eugene, Oregon

NOTED ON CARD
4-27-49

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

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APR 14 1949
FOR FILING

8-241 (3)
1989

April 13, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This is to advise you of the intention of the State Highway Commission to make semi-final payment to Inter City Sand & Gravel Co., Inc., on contract No. 2989, covering the Fremont Junction-West Greek Section of the Warner Secondary Highway in Lake County. This payment, in the amount of $1,121.43, will be made on or after April 23, 1949. The retained percentage amounts to $4,384.45.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Bryant G. Dellar
16 East Broadway
Eugene, Oregon

NOTED ON CARD
4-13-49 g

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APR 4 1949
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

FAS-241(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
PORTLAND 8, OREGON

March 31, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS-241(3)
Fremont Junction-Mud Creek Sec.
Warner Secondary Highway

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
APR 1 1949
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WA8 WA8pr 7646

State Oregon

Federal Aid Secondary Project No. FAS-ch1(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10 day of February, 1949,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 1947, a project statement, which was approved on the 20th day of January, 1948, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 1948; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirty-four thousand and 00/100

dollars ($34,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 289, Laws 1929.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+00 in the SE 1/4, Section 21, T. 38 S., R. 20 E., W.M., and survey station 629+07 in the NW 1/4, section 5, T. 39 S., R. 22 E., W.M., without exception

, length 12.710 miles, in Lake County, being Oregon Federal Aid / Secondary project No. 710-C(1)(3), consisting of 12.710 miles of roadway and [illegible] bridges, [illegible] of more than 20 feet clear span, [illegible] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

OREGON DISTRICT FEB 13

Made available

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ninety-four thousand and 00/100 dollars ($94,000.00), which does not exceed the authorized Federal pro rata share of one hundred ninety-five thousand, eight hundred twenty-three and 10/100 dollars ($195,823.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 279, Laws 1929

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

RECOMMENDED FOR APPROVAL

Acting STATE HIGHWAY ENGINEER

Attest

SECRETARY

[redacted] STATE HIGHWAY [redacted]
(Official title of Highway Department)

By T W Barnhill

[redacted], State Highway Commission
(Title of officer)

By _____

[redacted], State Highway Commission
(Title of officer)

By R R Fanshawe

[redacted], State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W R Neal

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11870-2

RECEIVED FEB 13 1919 OREGON DISTRICT

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DEC 20 1948
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8-241 (2)

2987

December 17, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to Inter City Sand & Gravel Co., Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2989 covering the Fremont Junction-Bad Creek Section of the Warner Secondary Highway in Lake County. This payment, which is in the amount of $6,892.26, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $4,309.77. The present payment to the contractor will be made on or after December 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Bryant O. DeBar
16 E. Broadway
Eugene, Oregon

MAILED OUT CHKD

12-17-48 JK

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FEB 4 1949
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FAS-241(3)

December 4, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Fremont Junction-Red Creek Section, Project No. FAS-241 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/ge

Encls.

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

FREMONT JUNCTION-MUD CREEK SECTION
OF THE LAKEVIEW SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 26, 1948

Grading and Surfacing (Contract No. 2982) Code No. 3210

All Required		Clearing and Grubbing		$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00	650.00
110	cu. yds.	Trench Excavation, Unclassified	5.00	550.00
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00
25,000	yd. sta.	Short Overhaul	0.02	500.00
2,000	C-yd. sta.	Long Overhaul	0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes	600.00	2,952.00
150	lin. ft.	12" Corr. Metal Pipe	3.50	525.00
400	lin. ft.	18" Corr. Metal Pipe	4.50	1,800.00
20	lin. ft.	24" Corr. Metal Pipe	6.30	126.00
14	lin. ft.	36" Corr. Metal Pipe	11.50	161.00
20	lin. ft.	60" Corr. Metal Pipe	30.60	612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00	440.00
30	lin. ft.	12" Concrete Pipe	3.00	90.00
150	lin. ft.	18" Concrete Pipe	4.50	675.00
23,500	cu. yds.	1½" - 0" Material in Base	2.32	54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32	32,480.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
				$135,641.00

Oiling (Contract No. 3066)

12.71	miles	Preparation of Base	$200.00	$ 2,542.00
5,000	cu. yds.	Furnishing and Placing Aggregates	4.35	21,750.00
200	tons	Furnishing and Placing 151-200 Asphalt	40.00	11,200.00
166	tons	Furnishing and Placing Emulsified	41.00	6,806.00
				$ 42,380.00

Subtotal	$178,021.00
10% Engr. & Cont.	17,802.10
Total	$195,823.10

Length 12.710 miles
Cost per mile $15,407.08

Federal Aid Secondary Funds	$ 50,000.00
State Funds	[illegible]
	$195,828.38

State Funds Are Counties: Chap. 175, Laws 1927; Chap. 31, Laws 1928; Chap. 529, Laws 1939
State Funds Are Maine: Chap. 529, Laws 1939

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

FREMONT JUNCTION-MUD CREEK SECTION

OF THE MARKER SECONDARY HIGHWAY IN LAKE COUNTY

OR

(Estimate ~~on basis for project agreement. Based on low bid prices.~~)

Cat. No. 3210

Salem, Oregon, ~~April 30~~ Nov., 1948

Grading and Surfacing (Contract No. 2989)

All Required		Clearing and Grubbing		$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00	650.00
110	cu. yds.	Trench Excavation, Unclassified	5.00	550.00
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00
25,000	yd. sta.	Short Overhaul	0.02	500.00
2,000	C-yd. sta.	Long Overhaul	0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes	600.00	2,952.00
150	lin. ft.	12" Corr. Metal Pipe	3.50	525.00
400	lin. ft.	18" Corr. Metal Pipe	4.50	1,800.00
20	lin. ft.	24" Corr. Metal Pipe	6.30	126.00
14	lin. ft.	36" Corr. Metal Pipe	11.50	161.00
20	lin. ft.	60" Corr. Metal Pipe	30.60	612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00	440.00
30	lin. ft.	12" Concrete Pipe	3.00	90.00
150	lin. ft.	18" Concrete Pipe	4.50	675.00
23,500	cu. yds.	1½" - 0" Material in Base	2.32	54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32	32,480.00
1,000	M-gal.	Sprinkling	3.00	3,000.00
				$135,641.00

Work To Be Performed Under Future Contract

All Required	Oiling		$ 33,000.00
		Subtotal	$170,641.00
		10% Engr. & Cont.	17,064.10
		Total	$187,705.10
	Length of Project	12.710 miles	
	Cost per mile	$14,768.30	

Federal-aid Funds - $ 94,000.00
State Funds - 93,705.10

$187,705.10

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

FREMONT JUNCTION-MUD CREEK SECTION

OF THE WARNER SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 10, 1948

Grading and Surfacing (Contract No. 2969)

All Required		Clearing and Grubbing			$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified		$ 5.00	650.00
110	cu. yds.	Trench Excavation, Unclassified		5.00	550.00
37,000	cu. yds.	General Excavation, Unclassified		0.80	29,600.00
25,000	yd. stas.	Short Overhaul		0.02	500.00
2,000	C-yd. stas.	Long Overhaul		0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes		600.00	2,952.00
150	lin. ft.	12" Corr. Metal Pipe		3.50	525.00
400	lin. ft.	18" Corr. Metal Pipe		4.50	1,800.00
20	lin. ft.	24" Corr. Metal Pipe		6.30	126.00
14	lin. ft.	36" Corr. Metal Pipe		11.50	161.00
20	lin. ft.	60" Corr. Metal Pipe		30.60	612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe		11.00	440.00
30	lin. ft.	12" Concrete Pipe		3.00	90.00
150	lin. ft.	18" Concrete Pipe		4.50	675.00
23,500	cu. yds.	1½" - 0" Material in Base		2.32	54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing		2.32	32,480.00
1,000	M-gals.	Sprinkling		3.00	3,000.00
					$135,641.00

Oiling

12.71	miles	Preparation of Base	200.00	$ 2,542.00
5,000	cu. yds.	Furnishing and Placing Aggregates	3.75	18,750.00
280	tons	Furnishing and Placing 151-200 Asphalt	45.00	12,600.00
168	tons	Furnishing and Placing Emulsified Asphalt	45.00	7,560.00
				$ 41,452.00

Subtotal	$177,093.00
10% Engr. & Cont.	17,709.30
Total	$194,802.30

Length 12.710 miles
Cost per mile $ 15,326.69

Federal Aid Secondary Funds	$ 96,000.00
State Funds	100,802.30
	$196,802.30

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 14, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Projects S-241(2) and FAS-241(3), Fremont Junction - Drake Creek Section of the Warner Secondary Highway, to D. F. McKenzie, Salem, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
SEP 17 1948
OREGON
STATE HIGHWAY COMMISSION

September 24, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal commitment as of this date in the award of contract on Oregon Projects S-2(3) and FAS-2(3), Klamath Junction - Drain Creek Section of the Warner Secondary Highway, to R. H. Wilkinson, Salem, Oregon, who submitted the low bid.

Very truly yours,

E. H. DAVIS
District Engineer

August 18, 1948

Mr. T. H. Smith
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

FAS-241(3)

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for oiling of the Fremont Junction-Gerk Section, Project No. S-241 (3).

Six bid proposals and one blueprint copy of plan summary sheet are being sent under separate cover.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

JGH/ps

Encl.

RECEIVED
NOV 29 1948
FOR FILING

8-24/-3
2989

November 26, 1948

Mrs. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on November 26, 1948 on Contract No. 2989, Pavement Junction-Old Creek Section in connection with Federal Aid Project No. S-8(3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

V. G. Williams
Assistant State Highway Engineer

cc: C. H. Armstrong
HPWeb

Form E-1—OM—1-48

(3)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Fremont Jct - Mud Creek

Highway Warner Secondary

Contractor Inter City Sand and Gravel Co., Inc.

Date of contract March 12, 19 48

Date work started April 8, 19 48

Amount of contract $138,657.00

Estimated cost of completed project, exclusive of engineering $144,845.28

Per cent of contract completed, based on total contract price . . . . . 99.0 %

Engineering cost to date $ 8280.00, 97.1 %

For Week Ending Oct. 16, 19 48

Kind of work Clearing and Grading.

Section prefix 119-1009-900

Contract number 2989

Date of completion November 30, 19 48

Estimated date of completion November 30, 1948

Per cent of time elapsed 84.2 %

Date project was completed ....., 19.....

General information covering progress of work by party and by contractor, important development, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contract is finished all but for 6 pipe extensions between the east end of the Grading Section and Mud Creek.

Turned over to the Maintenance Dept. on Monday.

No further reports will be submitted until Semi-Final Estimate is worked up.

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

Signed J B Sawyer

Address Lakeview, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.92	12.71			
Miles partially completed	4.92	12.71			
Miles completed	4.92	12.71			
Total estimated quantities	42,000	55,852	1300		
Estimated quantities moved or placed to date	42,000	55,852	1300		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

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AUG 31 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

FAS-241(3)

August 27, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project FAS-241(3), Fremont Junction - Mud Creek Section of The Warner Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 30 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 21 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT

S-241(3)

August 5, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your estimate submitted as a basis for a project agreement on the Fremont Junction-Mud Creek Section of the Warner Highway, Project 241(3), dated April 20, 1948, it is noted that an item, oiling, $35,000, not listed in your original estimate is shown.

Revised P.S. & E. papers, typical section sheet and a new estimate, showing breakdown of the proposed oiling, will be necessary before the project agreement can be cleared. If it is not desired to submit P.S.&E. for the bituminous surfacing at this time, a revised estimate showing only the grading and surfacing may be submitted now as a basis for a project agreement which would later be modified to include the bituminous surfacing.

Five copies of the estimate dated April 20, 1948, are returned herewith.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

State Funds for Construction: Sub. A 277, Laws 1947; Chap. 91, Laws [illegible];
Chap. [illegible], Laws 1[illegible]
State Funds for [illegible]

FREMONT JUNCTION-MUD CREEK SECTION

OF THE WARNER SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Grading and Surfacing (Contract No. 2989)

All Required		Clearing and Grubbing		$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00	650.00
110	cu. yds.	Trench Excavation, Unclassified	5.00	550.00
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00
25,000	yd. stas.	Short Overhaul	0.02	500.00
2,000	C-yd. stas.	Long Overhaul	0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes	600.00	2,952.00
150	lin. ft.	12" Corr. Metal Pipe	3.50	525.00
400	lin. ft.	18" Corr. Metal Pipe	4.50	1,800.00
20	lin. ft.	24" Corr. Metal Pipe	6.30	126.00
14	lin. ft.	36" Corr. Metal Pipe	11.50	161.00
20	lin. ft.	60" Corr. Metal Pipe	30.60	612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00	440.00
30	lin. ft.	12" Concrete Pipe	3.00	90.00
150	lin. ft.	18" Concrete Pipe	4.50	675.00
23,500	cu. yds.	1½" - 0" Material in Base	2.32	54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32	32,480.00
1,000	M-gal.	Sprinkling	3.00	3,000.00
				$135,641.00

Work To Be Performed Under Future Contract

All Required	Oiling		$ 35,000.00
		Subtotal	$170,641.00
		10% Engr. & Cont.	17,064.10
		Total	$187,705.10
	Length of Project	12.710 miles	
	Cost per mile	$14,768.30	

Federal-aid Funds - $ 94,000.00
State Funds - 93,705.10

$187,705.10

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

RECEIVED
SEP 22 1948

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

[illegible] Chap. 179, Laws 1917; Chap. 71, [illegible]; State Funds for [illegible]

BRIDGE JUNCTION-MUD CREEK SECTION

OF THE MARINE SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Grading and Surfacing (Contract No. 2987)

All Required		Clearing and Grubbing		$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00	650.00
110	cu. yds.	Trench Excavation, Unclassified	5.00	550.00
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00
25,000	yd. stas.	Short Overhaul	0.02	500.00
2,000	C-yd. stas.	Long Overhaul	0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes	600.00	2,952.00
150	lin. ft.	12" Corr. Metal Pipe	3.50	525.00
400	lin. ft.	18" Corr. Metal Pipe	4.50	1,800.00
20	lin. ft.	24" Corr. Metal Pipe	6.30	126.00
14	lin. ft.	36" Corr. Metal Pipe	11.50	161.00
20	lin. ft.	60" Corr. Metal Pipe	30.60	612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00	440.00
30	lin. ft.	12" Concrete Pipe	3.00	90.00
150	lin. ft.	18" Concrete Pipe	4.50	675.00
23,500	cu. yds.	1½" - 0" Material in Base	2.32	54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32	32,480.00
1,000	M-gal.	Sprinkling	3.00	3,000.00
				$135,641.00

Work To Be Performed Under Future Contract

All Required	Oiling		$ 35,000.00
		Subtotal	$170,641.00
		10% Engr. & Cont.	17,064.10
		Total	$187,705.10
	Length of Project	12.710 miles	
	Cost per mile	$14,768.30	

Federal-aid Funds	$ 94,000.00
State Funds	93,705.10
	$187,705.10

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

UNIVERSITY OF CALIFORNIA

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DEC 13
FOR FILING

GENERAL SERVICES ADMINISTRATION
BUREAU OF PUBLIC ROADS

DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P.O.Box 3900
PORTLAND 8, OREGON

August 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS-241(3)
Fremont Junction-Mud Creek Sec.
Warner Secondary Highway

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
AUG 3 1949
OREGON
STATE HIGHWAY COMMISSION

Oregon Federal Aid Secondary Project No. FAS-241(3). WASpr 7646

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 10, 1949, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. FAS-241(3); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $94,000.00 to $114,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fourteen thousand and 00/100 dollars ($114,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Wherever in this document the terms 'Public Roads Administration' and 'Federal Works Agency' appear, they shall include or have reference to the Bureau of Public Roads and the General Services Administration, as the context requires, to conform to the Federal property and Administrative Services Act of 1949, Public Law 152, approved June 30, 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fourteen thousand and 00/100 dollars ($114,000.00), which does not exceed the authorized Federal pro rata share of one hundred ninety-five thousand, eight hundred twenty-three and 10/100 dollars ($195,823.10), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on July 5 1949.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

Attest

_____
SECRETARY

COMMISSIONER OF PUBLIC ROADS

By _____
Div. Division Engineer
U.S. Public Roads Administration.

Oregon Federal Aid Secondary Project No. FAS-241(3).

RECEIVED
DEC 21 1948
FOR FILING

S-241(2)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Mad Creek-Drake Creek Section, Project S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM/ge

Encls.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-DRAKE CREEK SECTION
OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Grading and Surfacing (Contract No. 2990)

All Required		Clearing and Grubbing		$ 3,500.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,100.00
400	cu. yds.	Trench Excavation, Unclassified	2.50	1,000.00
91,000	cu. yds.	General Excavation, Unclassified	0.68	61,880.00
160,000	yd. stas.	Short Overhaul	0.02	3,200.00
3,500	C-yd. stas.	Long Overhaul	0.50	1,750.00
9,000	lin. ft.	Rounding Cutbanks	0.18	1,620.00
8.48	miles	Finishing Roadbed and Slopes	750.00	6,360.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	4.82	6,266.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	6.48	2,592.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.50	85.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.98	3,114.80
700	lin. ft.	Salvaging Culvert Pipe	2.00	1,400.00
19,500	cu. yds.	1½" - 0" Material in Base	2.10	40,950.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.10	23,100.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
				$161,917.80
			Lump Sum Reduction	4,000.00
				$157,917.80

Work To Be Performed Under Future Contract

All Required	Oiling		25,000.00
		Subtotal	$182,917.80
		10% Engr. & Cont.	18,291.78
		Total	$201,209.58

Length 6.480 miles
Cost per mile $23,727.54

Federal Aid Funds	$115,000.00
State Funds	86,209.58
	$201,209.58

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-DRAKE CREEK SECTION
OF THE MARSH HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Grading and Surfacing (Contract No. 2990)

All Required		Clearing and Grubbing			$ 3,900.00
700	cu. yds.	Structural Excavation, Unclassified			
400	cu. yds.	Trench Excavation, Unclassified	$ 3.00		2,100.00
91,000	cu. yds.	General Excavation, Unclassified	2.50		1,000.00
160,000	yd. sta.	Short Overhaul	0.68		61,880.00
3,500	C-yd. sta.	Long Overhaul	0.02		3,200.00
9,000	lin. ft.	Rounding Cutbanks	0.90		1,750.00
8.48	miles	Finishing Roadbed and Slopes	0.18		1,620.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	730.00		6,360.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	4.82		6,266.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	6.48		2,592.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	8.50		85.00
700	lin. ft.	Salvaging Culvert Pipe	11.98		3,114.80
19,500	cu. yds.	1½" - 0" Material in Base	2.00		1,400.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.10		40,950.00
1,000	M-gals.	Sprinkling	2.10		23,100.00
			3.00		3,000.00
					$161,917.80
			Lump Sum Reduction		4,000.00
					$157,917.80

Work To Be Performed Under Future Contract

All Required	Oiling		25,000.00
		Subtotal	$182,917.80
		10% Engr. & Cont.	18,291.78
		Total	$201,209.58

Length	8.480 miles
Cost per mile	$23,727.54

Federal Aid Funds	$115,000.00
State Funds	86,209.58
	$201,209.58

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
DEC 21 1948
FOR FILING
FAS-241(3)

July 27, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Fremont Junction-Red Creek Section, Project F-13-241 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ss

Encl.

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

PRESCOTT JUNCTION-MUD CREEK SECTION

OF THE MARKER SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Grading and Surfacing (Contract No. 2282)

All Required		Clearing and Grubbing			$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00	650.00	
110	cu. yds.	Trench Excavation, Unclassified	5.00	550.00	
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00	
25,000	yd. sta.	Short Overhaul	0.02	500.00	
2,000	C-yd. sta.	Long Overhaul	0.50	1,000.00	
4.92	miles	Finishing Roadbed and Slopes	600.00	2,952.00	
150	lin. ft.	12" Corr. Metal Pipe	3.50	525.00	
400	lin. ft.	18" Corr. Metal Pipe	4.50	1,800.00	
20	lin. ft.	24" Corr. Metal Pipe	6.30	126.00	
14	lin. ft.	36" Corr. Metal Pipe	11.50	161.00	
20	lin. ft.	60" Corr. Metal Pipe	30.60	612.00	
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00	440.00	
30	lin. ft.	12" Concrete Pipe	3.00	90.00	
150	lin. ft.	18" Concrete Pipe	4.50	675.00	
23,500	cu. yds.	1½" - 0" Material in Base	2.32	54,520.00	
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32	32,480.00	
1,000	M-gal.	Sprinkling	3.00	3,000.00	
				$135,641.00	

Work To Be Performed Under Future Contract

All Required	Oiling		$ 35,000.00
		Subtotal	$170,641.00
		10% Engr. & Cont.	17,064.10
		Total	$187,705.10
	Length of Project	12.710 miles	
	Cost per mile	$14,768.30	

Federal-aid Funds	$ 94,000.00
State Funds	93,705.10
	$187,705.10

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
DEC 13 1949
FOR FILING

June 15, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of form PR-9 covering program change for the Fremont Junction-Mud Creek Section, Project No. FAS-241 (3), in which estimate it is requested the setup of 1949 Federal Secondary Funds be increased from $94,000.00 to $114,000.00.

These funds have been released from Project No. FAS-52 (2) due to underrun in cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM/ge

Encl.

Oregon State Highway Department — Federal Aid Project No. FAS-241 (3)

[redacted]

[redacted]

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 13, 1949

Grading and Surfacing (Contract No. 2262) Code No. 1210

All Required		Clearing and Grubbing			$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00		650.00
110	cu. yds.	Trench Excavation, Unclassified	5.00		550.00
37,000	cu. yds.	General Excavation, Unclassified	0.80		29,600.00
25,000	yd. stas.	Short Overhaul	0.02		500.00
2,000	C-yd. stas.	Long Overhaul	0.50		1,000.00
4.92	miles	Finishing Roadbed and Slopes	600.00		2,952.00
150	lin. ft.	12" Corr. Metal Pipe	3.50		525.00
400	lin. ft.	18" Corr. Metal Pipe	4.50		1,800.00
20	lin. ft.	24" Corr. Metal Pipe	6.30		126.00
14	lin. ft.	36" Corr. Metal Pipe	11.50		161.00
20	lin. ft.	60" Corr. Metal Pipe	30.60		612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00		440.00
30	lin. ft.	12" Concrete Pipe	3.00		90.00
150	lin. ft.	18" Concrete Pipe	4.50		675.00
23,500	cu. yds.	1½" - 0" Material in Base	2.32		54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32		32,480.00
1,000	M-gals.	Sprinkling	3.00		[redacted]
					$135,641.00

Oiling (Contract No. 2266)

12.71	miles	Preparation of Base	$200.00	$ 2,542.00
5,000	cu. yds.	Furnishing and Placing Aggregates	4.35	21,750.00
280	tons	Furnishing and Placing 150-200 Asphalt	40.00	11,200.00
168	tons	Furnishing and Placing Emulsified Asphalt	41.00	[redacted]
				$ 42,380.00

Subtotal	$178,021.00
10% Engr. & Cont.	17,802.10
Total	$195,823.10

Length 12.710 miles
Cost per mile $15,407.01

Federal Aid Secondary Funds	$114,000.00
State Funds	[illegible]
	$195,823.10

State Funds for Construction: Chaps. 175, Laws 1917; Chap. 31, Laws 1920; Chaps. 529, Laws 1939
State Funds for Maintenance: Chaps. 529, Laws 1939

Oregon State Highway Department — Federal Aid Project No. FAS-211 (3)

[redacted] JUNCTION—MUD CREEK SECTION

OF THE LABISH SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 26, 1948

Grading and Surfacing (Contract No. 2988) Code No. 3210

All Required		Clearing and Grubbing		$ 5,960.00
130	cu. yds.	Structural Excavation, Unclassified	$ 5.00	650.00
110	cu. yds.	Trench Excavation, Unclassified	5.00	550.00
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00
25,000	yd. stas.	Short Overhaul	0.02	500.00
2,000	C-yd. stas.	Long Overhaul	0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes	600.00	2,952.00
150	lin. ft.	12" Corr. Metal Pipe	3.50	525.00
400	lin. ft.	18" Corr. Metal Pipe	4.50	1,800.00
20	lin. ft.	24" Corr. Metal Pipe	6.30	126.00
14	lin. ft.	36" Corr. Metal Pipe	11.50	161.00
20	lin. ft.	60" Corr. Metal Pipe	30.60	612.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	11.00	440.00
30	lin. ft.	12" Concrete Pipe	3.00	90.00
150	lin. ft.	18" Concrete Pipe	4.50	675.00
23,500	cu. yds.	1½" - 0" Material in Base	2.32	54,520.00
14,000	cu. yds.	3/4" - 0" Material in Surfacing	2.32	32,480.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
				$135,641.00

Oiling (Contract No. 3066)

12.71	miles	Preparation of Base	$200.00	$ 2,542.00
5,000	cu. yds.	Furnishing and Placing Aggregates	4.35	21,750.00
280	tons	Furnishing and Placing 151-200 Asphalt	40.00	11,200.00
168	tons	Furnishing and Placing Emulsified	41.00	6,888.00
				$ 42,380.00

Subtotal	$178,021.00
10% Engr. & Cont.	17,802.10
Total	$195,823.10

Length 12.710 miles
Cost per mile $15,407.61

Federal Aid Secondary Funds---------- $ [redacted] 44,000.00
State Funds---------- [redacted] 51,823.10

$195,823.10

State Funds for Counties: Chap. 275, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Roads: Chap. 529, Laws 1939

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

June 14, 1949
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

1943 F.Y. Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Lake

FA or FAS Route No. FAS 406

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	5	FAS-241 (3)	Fremont Jct. Hwy. to Mud Creek	Survey-Plans					Gr. Dr. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	153,000	94,000	59,000		
				Total	153,000	94,000	59,000	12.710	
Requested Revision	5	FAS-241 (3)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	195,823	114,000	81,823		
				Total	195,823	114,000	81,823	12.710	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: To take up unobligated balance of 1943 FAS funds released from Project No. FAS-52 (2).

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

RECEIVED
APR 16 1948
FOR FILING

S-241(3)

April 14, 1948

Inter City Sand & Gravel Co.,Inc.
3698 U.S.Highway 99 South
Eugene
Oregon

Gentlemen:

We enclose herewith fully executed copies of two contracts which were awarded to you on March 12, 1948 by the State Highway Commission, as follows:

Contract No. 2989, covering regrading and surfacing on Fremont Junction-Mud Creek Section of the Warner Secondary Highway, in Lake County.

Contract No. 2990, covering regrading and surfacing on the Mud Creek-Drake Creek Section of the Warner Secondary Highway, in Lake County.

Executed copies of these contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encls. 2

RECEIVED
APR 14 1948
FOR FILING

Agenda Item 8A14
March 11 and 12, 1948

S-241(3)

#2989

April 13, 1948

County Court of Lake County
Courthouse
Lakeview, Oregon

Gentlemen:

I presented to the State Highway Commission at its last meeting a copy of your resolution dated March 4, 1948, in which you very kindly offered to contribute Lake County funds in the amount of $10,000 toward the cost of grading and surfacing a portion of the Lakeview-Adel road from the Fremont Highway junction to Drakes Creek in the event that the bids received by the Commission at that meeting exceeded the amount that the Commission had allocated for this project.

The members of the Highway Commission were very appreciative of your kind offer, which it was not necessary for the Commission to accept because a satisfactory bid was received, and the contract was awarded. You previously have been informed of the results of the letting.

I was instructed by the Commission to extend to you its sincere appreciation for your generous offer.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEO:ee

cc - Genevieve Hanks
County Clerk
Lake County
Courthouse
Lakeview, Oregon

March 8, 1948

Genevieve Hanks, County Clerk
Lake County Court House
Lakeview, Oregon

Dear Madam:

I wish to thank you for your letter of March 5, 1948, transmitting a certified copy of a resolution adopted by the Lake County Court on March 4, 1948, offering to contribute the sum of $10,000.00 towards the cost of grading and surfacing of the Lakeview-Adel road from the Plush Highway Junction to Bunkie Creek, bids for which will be received by the State Highway Commission on Friday of this week, March 12, 1948.

I will be pleased to bring this resolution to the attention of the State Highway Commission so they will have the benefit thereof when the bids mentioned above are considered.

Kindly express to the County Court the Highway Commission's appreciation of the offer of this contribution.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

cc Lake County Court

...ECKMAN
...NTY JUDGE
ROY MCARTHUR
...MMISSIONER
P. W. HOTCHKISS
COMMISSIONER
GENEVIEVE HANKS
CLERK
HENRY A. CASIDAY
SHERIFF

LAKE COUNTY
STATE OF OREGON

LAKEVIEW, OREGON

C. H. LANGSLET
ASSESSOR
HARVEY R. SANDERS
TREASURER
ANNE SPRAGUE
SCHOOL SUPT.
JAMES H. OUSLEY
CORONER

AGENDA
MAR 1 1 1948
5.A.-V4

March 5, 1948

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed please find certified copy of a Resolution passed by the Lake County Court on March 4, 1948, which I believe you will find self-explanatory.

Very truly yours,

Genevieve Hanks

Genevieve Hanks
County Clerk

GH/nl
Encl.

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
MAR 8 1948
OREGON
STATE HIGHWAY COMMISSION

5YC

IN THE COUNTY COURT OF THE STATE OF OREGON FOR LAKE COUNTY

In the Matter of the Appropriation)
of Funds for Road Building.)

WHEREAS, the Oregon State Highway Commission has issued a call for two separate bids for the grading and surfacing of the portion of the Lakeview-Adel road from the Fremont Highway Junction to Drakes Creek, and

WHEREAS, the County Court is desireous of aiding the building of roads and a better road program in Lake County, Oregon and

WHEREAS, the County Court knows the cost of material and labor have increased tremendously in the last year and that in all probability the bids received by the Oregon State Highway Commission will exceed the funds allocated to the above described road project and,

WHEREAS, the County Court of Lake County, Oregon has the sum of Ten Thousand Dollars ($10,000.00) available for such project.

NOW, THEREFORE, be it resolved that in the event the bids received by the Oregon State Highway Commission for said road project exceed the amount of money available therefor, the County Court of Lake County, Oregon will assist in the financing of said road project in a sum not to exceed ten thousand dollars ($10,000.00).

Dated at Lakeview, Oregon this 4th day of March, 1948.

J. R. Heckman, Judge

P. W. Hotchkiss, Commissioner

Roy Morehouse, Commissioner

STATE OF OREGON)
) SS.
County of Lake.)

I, Genevieve Hanks, County Clerk and ex-officio Clerk of the County Court, in and for said County and State, do hereby certify that the foregoing copy of ORDER has been by me compared with the original thereof and is a correct transcript therefrom and of the whole of such Order as the same appears of record in my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County Court this 5th day of March, 1948.

RECEIVED

Genevieve Hanks
County Clerk

RECEIVED
APR 19 1948
FOR FILING
S-241(2)

April 12, 1948

119-1009

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 6, 1948, on Contract No. 2929, Prescott Junction-Hwy Quota Section, in connection with Federal Aid Project No. S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/ge

RECEIVED
MAR 16 1948
FOR FILING
S-241(3)
#-989

March 15, 1948

Inter City Sand & Gravel Co.
3696 - 99 South
Eugene, Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for grading, surfacing and furnishing crushed material in stockpiles on the Prospect Junction-Mud Creek Section and the Mud Creek-Drake Creek Section of the Warner Secondary Highway in Lake County. This award was based on your low combination bid of $296,254.80 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

DR

cc - Mr. E. H. Prebart

RECEIVED
MAR 22 1948
FOR FILING
OREGON DISTRICT
FAS-241(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 12, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. FAS-241(3), Fremont Junction-Mud Creek Section of the Warner Secondary Highway, to Inter-City Sand and Gravel Company, Eugene, Oregon, second low bidder.

Very truly yours,

T. M. DAVIS
District Engineer.

Copy to Dodrill

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1948
FOR FILING
S-241(3)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 20, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project No. S-241(3), Fremont Junction-Mud Creek Section of the Warner Secondary Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Pursuant to telephone advice from your office we have withheld Federal funds in the amount of $20,000.00 for subsequent participation in the cost of oiling. Federal funds requested in your grading and surfacing estimate of February 11 have accordingly been reduced from $94,000.00 to $74,000.00.

Very truly yours,

T. M. DAVIS
District Engineer

By H. A. Stoddart
H. A. Stoddart
Sr. Highway Engineer

C. WILLIA

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DEC 23 1946
FOR FILING
S-241(3)

February 11, 1946

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Fremont Junction-Mud Creek Section, Project No. S-241 (3).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. S-211 (3)

[illegible] JUNCTION–[illegible] SECTION

OF THE MARION SECONDARY HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 11, 1948

All Required		Clearing and Grubbing		$ 4,000.00
130	cu. yds.	Structural Excavation, Unclassified	$ 3.00	390.00
110	cu. yds.	Trench Excavation, Unclassified	3.00	330.00
37,000	cu. yds.	General Excavation, Unclassified	0.80	29,600.00
25,000	yd. mtes.	Short Overhaul	0.02	500.00
2,000	C-yd. mtes.	Long Overhaul	0.50	1,000.00
4.92	miles	Finishing Roadbed and Slopes	500.00	2,460.00
150	lin. ft.	12" Corr. Metal Pipe	2.00	300.00
400	lin. ft.	18" Corr. Metal Pipe	3.00	1,200.00
20	lin. ft.	24" Corr. Metal Pipe	4.50	90.00
14	lin. ft.	36" Corr. Metal Pipe	10.00	140.00
20	lin. ft.	60" Corr. Metal Pipe	20.00	400.00
40	lin. ft.	43" Arch-Type Corr. Metal Pipe	12.00	480.00
30	lin. ft.	12" Concrete Pipe	2.00	60.00
150	lin. ft.	18" Concrete Pipe	3.00	450.00
23,500	cu. yds.	1½" – 0" Material in Base	2.50	58,750.00
14,000	cu. yds.	3/4" – 0" Material in Surfacing	2.50	35,000.00
1,000	M-gals.	Sprinkling	3.00	1,000.00
			Subtotal	$138,150.00
			10% Engr. & Cont.	13,815.00
			Total	$151,965.00

Length of Roadway 12.710 miles
Cost per mile $ 11,956.33

Federal Aid Secondary Funds – $ 94,000.00 74000.00
State Funds – 57,965.00 77965.00

$151,965.00

FREMONT JUNCTION-MUD CREEK SECTION

PROJECT NO. S-261 (3)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

February 11, 1948

S-241(2) Mud Cr.-Drake Cr. Sec., Warner Secon. Hwy. 1948

#2990

S-241(2) Mud Cr.-Drake Cr. Sec., Warner Secon. Hwy. 1948

#2990

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BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
[redacted]
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

March 15, 1950

P. O. BOX 3900
PORTLAND 8, OREGON

S-241 (2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-241(2)
Mud Creek-Drake Creek

Dear Sir:

Enclosed for your files is an executed copy of the modification of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Oregon Federal A.. ..econdary Project No. S-241(2, WASpr 764

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 10, 1949, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Secondary Project No. S-241(2); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $115,000.00 to $123,900.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred twenty-three thousand, nine hundred and 00/100 dollars ($123,900.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred twenty-three thousand, nine hundred and 00/100 dollars ($123,900.00), which does not exceed the authorized Federal pro rata share of two hundred four thousand, four hundred twenty-two and 68/100 dollars ($204,422.68), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 20 1950.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By
Division Engineer
U. S. Bureau of Public Roads.

Oregon Federal Aid Secondary Project No. S-2[illegible]1(2).

RECEIVED
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FOR FILING

S-241 (2)

February 3, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Mad Creek-Drake Creek Section, Project No. S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 31, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Secondary Highway Program (Previous Program) | (Date of Approval)

COUNTY Lake

FA or FAS Route No. FAS-406

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	39	S-241 (2)	13 mi. E. jc. FA Rt 16 to 65 mi. W. of Adell	Survey-Plans					Gr., Dr., 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	204,422	115,000	89,422		
				Total	204,422	89,422	89,422	8.480	
Requested Revision	39	S-241 (2)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	204,422	123,900	80,522		
				Total	204,422	123,900	80,522	8.480	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Increase Federal funds to represent more nearly the permissible prorata amount.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-2bl (2)

MUD CREEK-DRAKE CREEK SECTION

OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 17, 1950

Grading and Surfacing (Contract No. 2990) Code No. 3210

All Required		Clearing and Grubbing		$ 3,500.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,100.00
400	cu. yds.	Trench Excavation, Unclassified	2.50	1,000.00
91,000	cu. yds.	General Excavation, Unclassified	0.68	61,880.00
160,000	yd. stas.	Short Overhaul	0.02	3,200.00
3,500	Cyds. stas.	Long Overhaul	0.50	1,750.00
7,000	lin. ft.	Rounding Cutbanks	0.18	1,620.00
8.48	miles	Finishing Roadbed and Slopes	750.00	6,360.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	4.82	6,266.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	6.48	2,592.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.50	85.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.98	3,114.80
700	lin. ft.	Salvaging Culvert Pipe	2.00	1,400.00
19,500	cu. yds.	1½" - 0" Material in Base	2.10	40,950.00
11,000	cu. yds.	¾" - 0" Material in Surfacing	2.10	23,100.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
				$161,917.80
		Lump Sum Reduction		4,000.00
				$157,917.80

Oiling (Contract No. 3066)

8.48	miles	Preparation of Base	$200.00	$ 1,696.00
3,300	cu. yds.	Furnishing and Placing Aggregates	4.35	14,355.00
184	tons	Furnishing and Placing 151-200 Asphalt	40.00	7,360.00
110	tons	Furnishing and Placing Emulsified Asphalt	41.00	4,510.00
				$ 27,921.00
		Subtotal		$185,838.80
		10% Engr. & Cont.		18,583.88
		Total		$204,422.68

Length 8.420 mile
Cost per mile $24,106.44

Federal Aid Secondary Funds	$23,900.00
State Funds	30,522.68
	[illegible]

State Funds for Construct Chap. 175, Laws 1917; Chap. 21, Laws 1920; Chap. 529, Laws 1939
State Funds for Maint: Chap. 529, Laws 1939

RECEIVED
DEC 6 1949
FOR FILING

L-241 (2)
2990

December 5, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 4, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 2990, for work on the Rail Creek-Drake Creek Section of the Warner Secondary Highway in Lake County, has been completed by the contractor, Inter City Sand & Gravel Co., Inc., and that final payment in the amount of $4,727.94 will be made on or after December 15, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $159,396.71, and that no force account work was performed on the project. This contract was completed June 25 and accepted by the Commission August 1, 1949.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
12-5-49

Mr. Bryant G. DeBar

RECEIVED
NOV - 1 1949
FOR FILING

Baldock
8-2.1(2)

2990

NOTED
State Highway Engineer

October 21st, 1949

FINAL COST ANALYSIS

Warner Secondary Highway — Regrading & Surfacing — Mud Creek-Drake Creek Section
Contract #2990 — Intercity Sand & Gravel Co., Contractors — Prefix 119-1010-S-241 (2)
J. S. Sawyer, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clear & Grub			$	$	$5,771.46	$3,500.00
Structural Excavation	492.74	Cu. Yd.	1.53	3.00	752.88	1,478.22
Trench "	526.27	" "	1.53	2.50	803.59	1,315.68
General "	89,277.8	" "	0.566	0.68	50,524.39	60,708.90
Short Overhaul	161,136.5	Yd. Sta.	0.017	0.02	2,812.70	3,222.73
Long "	3,095	C-Yd. Sta.	0.49	0.50	1,504.79	1,547.50
Finish R/B & Slopes	8.48	Mile	677.13	750.00	5,657.29	6,360.00
Rounding Cutbanks	8,600	Lin. Ft.	0.05	0.18	408.07	1,548.00
18" Corr. Metal Pipe	1,042	" "	3.32	4.82	3,461.73	5,022.44
24" " " "	228	" "	4.46	6.48	1,017.63	1,477.44
30" " " "	6	" "	5.86	8.50	35.13	51.00
36" " " "	172	" "	8.25	11.98	1,419.17	2,060.56
Salvage Culvert Pipe	952	" "	1.38	2.00	1,311.34	1,904.00
1½"-0" Cr. Rock in Base	21,120	Cu. Yd.	2.00	2.10	42,229.87	44,352.00
3/4"-0" Cr. Rock in Shldrs. and Base	10,838	" "	2.37	2.10	25,695.25	22,759.80
Sprinkling	1,330	M/Gal.	2.04	3.00	2,706.96	3,990.00
1½"-0" in Stockpile	299.55	Cu. Yd.	2.04	2.10	112.30	629.06
3/4"-0" in Stockpile	232.75	" "	2.04	2.10	477.65	488.78
SP Screen Rejects on Road	1,005	" "	0.25	0.25	250.00	251.25
SP Hauling Rejects on Road	2,295	Yd. Mi.	0.11	0.12	252.00	275.40
PA #2, Clear Channel at Drake Creek	24	Hour	9.20	10.78	220.80	258.72
PA #3, Clear Channel at Camas Creek	12	"	9.20	10.78	110.40	129.36

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
PA #4, Purchase Excess Pipe:						
18" Corr. Metal Pipe	4	Lin. Ft.	$2.39	$2.46	9.52	9.88
24" " " "	18	" "	3.72	3.75	66.96	67.50
36" " " "	6	" "	7.34	7.36	44.04	44.16
Less Lump Sum Bid Reduction						- 4,000.00
					$148,155.96	$159,452.38

Gross Revenue	$159,452.38
Total Cost.	148,155.96
Net Profit	$ 11,296.42

Net Profit Equals 7.1% of Gross Revenue

Detail of Cost

Mud Creek-Drake Creek

Labor:

Supervision	$6,742.37	
Labor	52,248.53	
S.I.A.C. Insurance	1,379.82	
S.S. & Unemployment	2,359.64	
		$62,730.36

Materials:

18" C.I.P.	1,046	lin. ft. at	$2.39	$2,499.94	
18" " Bands	75	each "	3.40	255.00	
24" "	246	lin. ft. "	3.72	915.12	
24" " "	16	each "	4.39	70.24	
30" "	6	lin. ft. "	5.28	31.68	
30" " "	1	each "	5.94	5.94	
36" "	178	lin. ft. "	7.34	1,306.52	
36" " "	13	each "	7.39	96.07	
					5,180.51

Equipment Rental & Miscellaneous:

Equipment Rental	$47,905.50	
Rented Equipment	3,227.29	
Rented Trucks	6,745.16	
Gas, Oil & Grease	10,428.13	
Explosives	1,932.00	
Caps and Exploders	539.90	
Freight & Cartage	2,848.14	
Lumber	254.50	
Small Tools & Misc.	3,154.20	
Field Office	410.40	
Bond	1,177.12	
Home Office & General Overhead	1,622.75	
		80,245.09

Total Cost $148,155.96

Remarks:

This was a "Federal Aid Secondary Project" calling for the regrading and surfacing of 8.46 miles of highway roadbed and the furnishing of 800 cubic yards of crushed rock in stockpile. The project was bid and awarded March 16th, 1948, work was started June 4th, was down because of weather from December 3rd, 1948, to March 24th, 1949, and was finished June 15th, 1949.

Equipment used consisted of three D-8 tractors, one D-7 tractor, two angle dozers, one 12 cubic yard and one 14 cubic yard carryalls, one heavy duty ripper, two #12 blades, one 210 compressor, one utility truck, two pickups, two jackhammers, one 3/4 cubic yard shovel, one ten ton roller, one dump truck, one water pump, one water wagon and one crushing plant. The crushing plant consisted of a Cedar Rapids portable crushing plant supplemented by an 18" x 36" jaw crusher unit complete with power, 36" cone crusher, HD-19 power plant, two-deck screen, three-deck screen and 24 cubic yard portable steel bunker. Hauling was handled entirely by hired trucks.

Clearing consisted of some large pine timber, considerable quaking asp and brush along the creek bottoms and sagebrush over the remainder. Clearing and grubbing was bid at too low a figure by the contractors for the amount of work entailed and a considerable loss was shown.

Structural and trench excavation and the placing of the pipe were handled by the clearing crew. High prices on pipe and easy excavation on structural and trench excavation allowed a large profit on these items.

Excavation consisted of approximately 30% solid and 70% common. This was considerably more common than anticipated by the contractor and cheapened costs, with the result that a good profit was shown. Channel change excavation was handled by a rented 3/8 cubic yard dragline shovel, as the material was too wet for tractor operations. All other material was handled by tractor equipped with dozer or varryall with little shooting required.

Crushing showed no profitas a unit item with some materials being crushed at slightly less than the bid price and some materials slightly more. Poor supervision was the principal reason for the high costs for this part of the work, as the plant was capable of turning out considerably more crushed material than that crushed. Instead of using materials for crushing from the state designated quarry which contained very good plate rock, the contractor elected to use gravel from a pit 1,500 feet east. This gravel pit consisted of some good gravel, a large amount of dirt which required wasting and numerous boulders too large for the crusher to handle. Progress was slow and numerous breakdowns added to the cost.

Clearing and grading items were handled very efficiently by the grading superintendent and showed a good profit, but crushing items showed a small loss due to inefficient supervision. The project showed a small profit which should have been considerably more.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
OCT 17 19[illegible]
FOR FILING

S-241(2)

2990

October 14, 1949

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Inter City Sand and Gravel Co., Inc., on contract No. 2990, covering the Mud Creek-Drake Creek Section of the Harper Secondary Highway in Lane County. This payment, in the amount of $2,427.77, will be made on or after October 24, 1949. The retained percentage amounts to $4,783.57.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Bryant O. De Bar
88 10th St. East
Eugene, Oregon

NOTED ON CARD
10-14-49 gl

RECEIVED
AUG 15 1949
FOR FILING

1-241 (2)

2990

August 12, 1949

Inter City Sand and Gravel Co.,Inc.
3698 U. S. Highway 99 South
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 60 days, from May 29 to July 28, 1949, within which to complete your contract No. 2990 for regrading and surfacing on the Mud Creek-Drake Creek Section of the Warner Secondary Highway in Lake County.

I am pleased to inform you that the Commission granted you an extension of time on the above contract from May 29 to June 15, 1949, at which time the job was completed, without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. L. Chandler,
[illegible] Engineer

H. G. Smith

NOTED ON CARD
8-12-49 gl

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JUL 1 [illegible] 1949
FOR FILING
S-241(2)
2990

July 15, 1949

Request for Extension of Time
No. 2
Agreed 1 and 2 Roadway

Oregon State Highway Commission

Gentlemen:

Herewith a request from Baker Bldg Bond & Brown& Company, Inc., for an extension of time from May 29, 1949 to June 15, 1949 on the Bad Creek-Brain Creek Section of the Warner Secondary Highway.

The contractor originally requested an extension of time to July 30, but succeeded in completing the project on June 15, 1949. Because of the extremely heavy snow conditions on the Warner Summit, the contractor was unable to work approximately four months both winter. For this reason I would recommend that the extension be granted without penalty.

Mr. T. H. Banks of the Bureau of Public Roads concurs in this request.

Very truly yours,

H. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
M. C. Smith

RECEIVED
JUN 30 1949
FOR FILING

8-241 (2)

2970

June 30, 1949

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Inter City Sand & Gravel Co., Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2970 covering that Crook-Ochoco Creek Section of the Warner Secondary Highway in Lake County. This payment, which is in the amount of $3,360.00, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $4,708.49. The present payment to the contractor will be made on or after July 11, 1949.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Bryant O. Deller

NOTED ON CARD
6-30-49 gl

RECEIVED
JUN 2 [illegible]
FOR FILING

S-241(2)

File

June 27, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letters of May 31st and June 22, 1949 relative to our concurrence in an additional extension of time from May 29, 1949 to and including June 15, 1949, to the contractor on Oregon Secondary Project S-241(2), the Mud Creek - Drake Creek Section of the Warner Secondary Highway.

In view of the delays as stated in your letter, we will recommend for approval the extension, without penalty, to June 15, 1949.

Very truly yours,

T. H. DAVIS
District Engineer

Original to H.G. Smith
by WCW

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JUN 23 1949
FOR FILING

S-241(2)

File

June 22, 1949

Mr. L. M. Smith
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of June 6 requesting the continuance to the extension of time July 31, 1949 to the Intermediate Supervisor, Oregon Hill Project S-241 (2), Jackson - Douglas Counties of the Pioneer Memorial Highway.

We are now advised that this project was completed on June 15, 1949 and would therefore request continuance to and including this date rather than to July 31. Reasons for this request would be the same as stated in Mr. Williams letter of May 31, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
V. G. Williams
Assistant State Highway Engineer

cc: H. G. Smith

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 6, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' May 31st letter requesting concurrence in an extension of time from May 29 to July 28, 1949 to the Inter City Sand and Gravel Company, Contractors on Oregon FAS Project S-241(2), Mud Creek - Drake Creek Section, Warner Secondary highway.

A recent inspection report indicates the work under this contract practically complete and we are at a loss to understand why the contractor is requesting an additional two month's extension. We would appreciate further information before acting on your request for concurrence.

Very truly yours,

T. M. DAVIS
District Engineer

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JUN - 7 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED

Form E-1—634—11-48

8-241 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 15, 19 49

Section Mud Creek - Drakes Creek.

Kind of work Regrading and Surfacing.

Highway "Warner Secondary.

Section prefix 119-1010

Contractor Inter City Sand and Gravel Co., Inc.

Contract number 2990

Date of contract ....., 19.....

Date of completion June 15, 19 49

Date work started ....., 19.....

Estimated date of completion June 15, 19 49

Amount of contract . . . . . $ 159,597.80

Per cent of time elapsed .....%

Estimated cost of completed project, exclusive of engineering . . . . . $ 166,397.71

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 9500., 99.0 %

Date project was completed JUNE 15, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked three days on this project this week maintaining road. This job now completed. Completion date papers have been submitted.

Adrian D. Olson, Engr. Aide 1 and Fred Klaboe, C.E.1, reported for work on Monday.

Chet Springer was here on Wednesday.

No further reports will be submitted until the Semi-Final estimate.

Signed J. L. Springer

Address Lakeview, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.48	8.48			
Miles partially completed	8.48	8.48			
Miles completed	8.48	8.48			
Total estimated quantities	91,000	30,500	900		
Estimated quantities moved or placed to date	86.047	31,843	532.3		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		10			
Average force on project for week		6			

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES.		
Men	5					1	6
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ...1....., Rollers ...1....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ...1....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		Contract completed.
Thursday	"		
Friday	"		
Saturday	"		

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JUN 22 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 20150

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JUN 22 1949
FOR FILING

I-241 (2)
2990

File

June 20, 1949

Mr. P. H. Hoidale
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 15, 1949 on Contract No. 2990, Mad Creek-Drake Creek in connection with Federal Aid Project No. S-241 (2).

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HHP:md
cc: John Gottwald

RECEIVED
JUN 1 1949
FOR FILING

FIC

1-241 (2)
2990

May 31, 1949

Mr. I. M. Davis
District Engineer
Public Roads Administration
Post Office Box 2990
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2990, Mid Columbia-Oregon Coast Section of the Pioneer-Ocean Highway, Ore. 1-A13 (2), from May 30, 1949 to July 31, 1949 to Enter Hay Sand and Gravel Corp. Inc., Contractors.

A contractor had previously been granted a 6 months extension on this contract. However, he was prevented from working for approximately 4 months of this extension period because of abnormally heavy snow conditions in the vicinity of this contract. For this reason I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
V. G. Williams
Assistant State Highway Engineer

cc: L. G. Smith

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APR 4 1949
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
~~WASHINGTON~~

S-241(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
~~[illegible]~~
PORTLAND 8, OREGON

March 31, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-241(2)
Mud Creek-Drake Creek Section
Warner Highway

Dear Sir:

We are enclosing herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
APR 1 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

Form PR 2 (Revised 1946)

WASpr. 7648

State Oregon

Federal Aid Secondary Project No. S-Ch1(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10 day of February, 1949,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [illegible] day of June, 19[illegible], a project statement, which was approved on the [illegible] day of July, 19[illegible], for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of July, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifteen thousand and no/100

dollars ($115,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11879-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 31, Laws 1929; Chapter 220, Laws 1939.

(Include date and citation of act of legislature by which authorized)

(*b*) From other sources _____

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 609.07 in the NW 1/4, section 5, T. 39 S., R. 20 E., W.M., and survey station 1068+20 in the NW 1/4, section 9, T. 39 S., R. 21 E., W.M., without exception.

_____, length 9.180 miles, in Lake County, being Oregon Federal Aid / Secondary project No. S-4(1)(2), consisting of 9.180 miles of roadway and 20 bridges, all of more than 20 feet clear span, _____

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11570-2

RECEIVED FEB 13 1949

DEPARTMENT
...ject have been made available
(Include date and citation of

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of ..... one hundred fifteen thousand and 00/100 ..... dollars ($ 115,000.00), which does not exceed the authorized Federal pro rata share of ..... two hundred four thousand, four hundred twenty-two and 62/100 ..... dollars ($ [illegible]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 539, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

RECOMMENDED FOR APPROVAL

Acting STATE HIGHWAY ENGINEER

Attest

SECRETARY

[redacted]
(Official title of Highway Department)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

By [redacted]

[redacted]
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By [redacted]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-8

RECEIVED
FEB 18 1949
DISTRICT

RECEIVED
FEB 2 1949
FOR FILING

I-241-Q
2290

February 1, 1949

Inter City Sand & Gravel Co.,Inc.
3698 U.S.Highway 99 South
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for an extension of time of 180 days, from November 30, 1948 to May 29, 1949, within which to complete your contract No.2270 covering the Bud Creek-Drain Creek Section of the Warner Secondary Highway in Lake County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. G. Smith

NOTED O.K. GHG
a-1-49,gl

RECEIVED
JAN 18 1949
FOR FILING

8-241 (2)
2990

January 17, 1949

Oregon State Highway Commission

Subject: Request for extension of time
No. 7
January 24 and 25 meeting

Gentlemen:

Herewith a request from the Inter City Sand and Gravel Company, Inc. for an extension of time on Contract No. [redacted], Grandstrunks Creek Section of the Warner Valley Secondary Highway, from November 30, 1948 to May 27, 1949.

Because of extremely adverse weather in the early spring the contractor was unable to operate, even though he had his equipment on the project and ready to work. For this reason the work was carried forward into the fall and the winter season, but he was unable to complete the project within the specified time limit.

I would recommend that the extension be granted without penalty, and this recommendation is concurred in by U. S. Bureau of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

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JAN 10 1949
FOR FILING

S 241(2)

2990

January 10, 1949

Mr. F. E. Durbin, District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Will you kindly request for an extension of time on Contract No. [illegible], Mid Creek - Rogue Creek Section, of the Rogue Valley Secondary Highway Oregon 2-241 (2) from November 30, 1948 to May 30, 1949 on the Baker City Sand & Gravel Co. Rock Contract[illegible].

Because of extremely adverse weather in the early spring, the contractor was unable to operate even though he had the equipment on the project and was ready to work. For this reason the work was carried forward into the late fall season. Good conditions have permitted the completion within the time limit.

I would recommend that the extension be granted without penalty.

R. H. Baldock
State Highway Engineer

By:

R. G. Williams
Assistant State Highway
Engineer

cc: E. G. Smith

RECEIVED
FEB 4 1949
FOR FILING
5-241(2)

December 6, 1948

Mr. T. E. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 6, Oregon

Dear Sir:

We are enclosing six copies of estimate as begin for project agreement for the Mud Creek-Drake Creek Section, Project No. S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JCH/ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-261 (2)

[illegible] SNAKE-SNAKE CREEK SECTION
OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 26, 1948

Grading and Surfacing (Contract No. 2990) Code No. 3210

All Required				
700	cu. yds.	Clearing and Grubbing		$ 3,500.00
		Structural Excavation, Unclassified	$ 3.00	2,100.00
400	cu. yds.	Trench Excavation, Unclassified	2.50	1,000.00
91,000	cu. yds.	General Excavation, Unclassified	0.68	61,880.00
160,000	yd. sta.	Short Overhaul	0.02	3,200.00
3,500	C-yd. sta.	Long Overhaul	0.50	1,750.00
9,000	lin. ft.	Rounding Cutbanks	0.18	1,620.00
8.48	miles	Finishing Roadbed and Slopes	750.00	6,360.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	4.82	6,266.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	6.48	2,592.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.50	85.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.98	3,114.80
700	lin. ft.	Salvaging Culvert Pipe	2.00	1,400.00
19,500	cu. yds.	1½" - 0" Material in Base	2.10	40,950.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.10	23,100.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
				$161,917.80
			Lump Sum Reduction	4,000.00
				$157,917.80

Oiling (Contract No. 3066)

8.48	miles	Preparation of Base	$200.00	$ 1,696.00
3,300	cu. yds.	Furnishing and Placing Aggregates	4.35	14,355.00
184	tons	Furnishing and Placing 151-200 Asphalt	40.00	7,360.00
110	tons	Furnishing and Placing Emulsified Asphalt	41.00	4,510.00
				$ 27,921.00
		Subtotal		$185,838.80
		10% Engr. & Cont.		18,583.88
		Total		$204,422.68

Length [redacted] $4,490 mile
Cost per mile $26,106.44

Federal Aid Secondary Funds - $115,000.00
State Funds - [redacted]

[redacted]

State Funds for Counties: Chaps. 175, Laws 1917; Chaps. 31, Laws 1920; Chaps. 520, Laws 1939
State Funds for Roads: Chaps. 520, Laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-SNAKE CREEK SECTION

OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Code No 3210

Salem, Oregon, April 30, 1948

Grading and Surfacing (Contract No. 2990)

All Required		Clearing and Grubbing		$ 3,500.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,100.00
400	cu. yds.	Trench Excavation, Unclassified	2.50	1,000.00
91,000	cu. yds.	General Excavation, Unclassified	0.68	61,880.00
160,000	yd. stas.	Short Overhaul	0.02	3,200.00
3,500	C-yd. stas.	Long Overhaul	0.50	1,750.00
9,000	lin. ft.	Rounding Cutbanks	0.18	1,620.00
8.48	miles	Finishing Roadbed and Slopes	750.00	6,360.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	4.82	6,266.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	6.48	2,592.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.50	85.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.98	3,114.80
700	lin. ft.	Salvaging Culvert Pipe	2.00	1,400.00
19,900	cu. yds.	1½" - 0" Material in Base	2.10	40,950.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.10	23,100.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
				$161,917.80
			Lump Sum Reduction	4,000.00
				$157,917.80

Work To Be Performed Under Future Contract

All Required	Oiling		25,000.00
		Subtotal	$182,917.80
		10% Engr. & Cont.	18,291.78
		Total	$201,209.58

August 18, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for oiling of the Red Scrub-Dixie Creek Section, Project No. S-6(1) (2).

Six bid proposals and one blueprint copy of plan summary sheet are being sent under separate cover.

Very truly yours,

L. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ge

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-DRAKE CREEK SECTION
OF THE MARINE HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 18, 1948

Grading and Surfacing (Contract No. 2990)

All Required		Clearing and Grubbing			$ 3,900.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00		2,100.00
400	cu. yds.	Trench Excavation, Unclassified	2.50		1,000.00
91,000	cu. yds.	General Excavation, Unclassified	0.68		61,880.00
160,000	yd. sta.	Short Overhaul	0.02		3,200.00
3,500	C-yd. sta.	Long Overhaul	0.50		1,750.00
9,000	lin. ft.	Rounding Cutbanks	0.18		1,620.00
8.48	miles	Finishing Roadbed and Slopes	750.00		6,360.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	4.82		6,266.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	6.48		2,592.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.50		85.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.98		3,114.80
700	lin. ft.	Salvaging Culvert Pipe	2.00		1,400.00
19,500	cu. yds.	1½" - 0" Material in Base	2.10		40,950.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.10		23,100.00
1,000	M-gals.	Sprinkling	3.00		3,000.00
					$161,917.80
			Lump Sum Reduction		4,000.00
					$157,917.80

Oiling

8.48	miles	Preparation of Base	$ 200.00	$ 1,696.00
3,300	cu. yds.	Furnishing and Placing Aggregates	3.75	12,375.00
184	tons	Furnishing and Placing 151-200 Asphalt	45.00	8,280.00
110	tons	Furnishing and Placing Emulsified Asphalt	45.00	4,950.00
				$ 27,301.00
		Subtotal		$185,218.80
		10% Engr. & Cont.		18,521.88
		Total		$203,740.68

Length 8.480 miles
Cost per mile $24,026.02

Federal Aid Secondary Funds	$ 115,000.00
State Funds	[illegible]
	$203,740.48

RECEIVED
NOV 29 1948
FOR FILING

S 241 (2)

24900

898W

November 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Under date of November 19, you advised that test reports indicate the presence of objectionable fine materials in crushed rock intended for use in the base course on Oregon Project No. S-241 (2), Mud Creek-Drake Creek Section, Warner Secondary Highway.

You are advised that a large-size scalping screen has now been installed by the contractor, and every effort is being made to eliminate the unsatisfactory materials. Later reports will indicate the benefits obtained by the scalping screen installation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith

ASSIGNMENT No. 898

WCW

DESCRIPTION: Nov 19 letter from T.M. Davis, 11/2" minus crushed rock intended for use in the base course on Gun Pad No. 3-641(2) Mad Creek-Drake Creek Section, Contract 2360

DATE: November 22, 1945 ASSIGNED TO: H.G. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 11-24-45

REMARKS:

FORM S-20 1M 8-48 20090

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 23rd, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

In regard to Record of Assignment #898, W.C.W., the high P.I. on the 1½" minus crushed rock on the Mud Creek-Drake Creek Section of the Warner Secondary Highway, Contract No. 2990.

Our specifications on this project are written somewhat differently than our usual specifications and the Testing Laboratory did not understand that P.I.'s and L.L.'s were required. Therefore, there was some delay in getting the tests on the project. A large size scalping screen has now been installed and every effort will be made to comply with our usual specifications.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 19, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are in receipt of test reports Nos. 221247, 221248 and 221249 covering 1 1/2" minus crushed rock intended for use in the base course on Oregon Project No. S-241(2), Mud Creek-Drake Creek Section of the Warner Secondary Highway, Contract No. 2990.

It is noted that all the test reports indicate the presence of objectionable fine materials which are required to be removed under the special provisions (Paragraph 1, page 6). Inasmuch as experience has shown that satisfactory performance cannot be obtained from bituminous surfaces constructed on such bases, please advise as to what means are being taken to prevent the incorporation of this unsuitable material in the project.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 31 1948
FOR FILING

OREGON DISTRICT S-241(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 27, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-241(2), Mud Creek - Drake Creek Section of The Warner Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
AUG 30 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 21 1948
FOR FILING
OREGON DISTRICT
S-241(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 5, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your estimate submitted as a basis for a project agreement on the Mud Creek-Drake Creek Section of the Warner Highway, Project No. S-241(2), dated April 20, 1948, it is noted that an item, ciling, $25,000.00, not listed in your original estimate is shown.

Revised P. S. & E. papers, typical section sheet and a new estimate, showing breakdown of the proposed ciling, will be necessary before the project agreement can be cleared. If it is not desired to submit P. S. & E. for the bituminous surfacing at this time, a revised estimate showing only the grading and surfacing may be submitted now as a basis for a project agreement which would later be modified to include the bituminous surfacing.

Five copies of the estimate dated April 20, 1948, are returned herewith.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
AUG 9 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 14 1948
FOR FILING

S-241(2)

#1 of 9 pc

June 8, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 4, 1948 on Contract No. 2990, Mud Creek-Bruin Creek Section, in connection with Federal Aid Project No. S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ch

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-DRAKE CREEK SECTION

OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Grading and Surfacing (Contract No. 2990)

All Required		Clearing and Grubbing			$ 3,500.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00		2,100.00
400	cu. yds.	Trench Excavation, Unclassified	2.50		1,000.00
91,000	cu. yds.	General Excavation, Unclassified	0.68		61,880.00
160,000	yd. stas.	Short Overhaul	0.02		3,200.00
3,500	C-yd. stas.	Long Overhaul	0.50		1,750.00
9,000	lin. ft.	Rounding Cutbanks	0.18		1,620.00
8.48	miles	Finishing Roadbed and Slopes	750.00		6,360.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	4.82		6,266.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	6.48		2,592.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.50		85.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.98		3,114.80
700	lin. ft.	Salvaging Culvert Pipe	2.00		1,400.00
19,500	cu. yds.	1½" - 0" Material in Base	2.10		40,950.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.10		23,100.00
1,000	M-gals.	Sprinkling	3.00		3,000.00
					$161,917.80
			Lump Sum Reduction		4,000.00
					$157,917.80

Work To Be Performed Under Future Contract

All Required		Oiling		25,000.00
			Subtotal	$182,917.80
			10% Engr. & Cont.	18,291.78
			Total	$201,209.58

Length 8.480 miles
Cost per mile $23,727.54

Federal Aid Funds- - - -

RECEIVED
APR 16 1948
FOR FILING

S-241(2)

April 14, 1948

Inter City Sand & Gravel Co.,Inc.
3698 S.E.Highway 99 South
Eugene
Oregon

Gentlemen:

We enclose herewith fully executed copies of two contracts which were awarded to you on March 12, 1948 by the State Highway Commission, as follows:

Contract No. 2989, covering regrading and surfacing on Fremont Junction-Mud Creek Section of the Warner Secondary Highway, in Lake County.

Contract No. 2990, covering regrading and surfacing on the Mud Creek-Drake Creek Section of the Warner Secondary Highway, in Lake County.

Executed copies of these contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded

RECEIVED
MAR 22 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
S-241(2)

March 12, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-241(2), Mud Creek - Drake Creek Section of the Warner Secondary Highway, to Inter-City Sand and Gravel Company, Eugene, Oregon, low bidder.

Very truly yours,

T. H. DAVIS
District Engineer.

Copy to Probst

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

S-241(2)

2990

March 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of revised estimate forwarded with Mr. Probert's letter of March 1 for Oregon Project S-241(2), Red Creek - Drain Creek section of the Warner Highway.

The estimate covers the grading and rock surfacing portion of the program item and Federal Aid Secondary funds are requested in the amount of $115,000, leaving but $3,000 for oiling as contemplated in the program. Similar condition occurred in the February 11 estimate for adjoining Project FAS-241.(3) and pursuant to Mr. Probert's telephone advice, $20,000 Federal Aid was retained for oiling. We are accordingly now retaining $13,000 for oiling on Project S-241(2), thus reducing the Federal Funds for grading and surfacing from $115,000 to $105,000. This was also agreed to by Mr. Probert in telephone conversation yesterday.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
DEC 23 1948
FOR FILING

S-241(2)

March 1, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Mud Creek-Drain Creek Section, Project No. S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWWiggs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-DRAKE CREEK SECTION

OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specification. Not as basis for project agreement.)

Salem, Oregon, February 26, 1948

All Required		Clearing and Grubbing		$ 5,000.00
700	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,100.00
400	cu. yds.	Trench Excavation, Unclassified	3.00	1,200.00
91,000	cu. yds.	General Excavation, Unclassified	0.75	68,250.00
160,000	yd. sta.	Short Overhaul	0.02	3,200.00
3,500	C-yd. sta.	Long Overhaul	0.50	1,750.00
9,000	lin. ft.	Rounding Cutbanks	0.15	1,350.00
8.48	miles	Finishing Roadbed and Slopes	500.00	4,240.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert	3.50	4,550.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert	5.00	2,000.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert	8.00	80.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert	11.00	2,860.00
700	lin. ft.	Salvaging Culvert Pipe	1.50	1,050.00
19,500	cu. yds.	1½" - 0" Material in Base	2.50	48,750.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	2.50	27,500.00
1,000	M-gal.	Sprinkling	3.00	3,000.00
			Subtotal	$170,880.00
			10% Engr. & Cont.	17,088.00
			Total	$194,968.00

Length of Roadway 8.480 miles
Cost per mile $22,944.33

Federal Secondary Funds	$115,000.00
State Funds	79,968.00
	$194,968.00

RECEIVED
DEC 23 1946
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON S-241(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. Box 3900
PORTLAND 8, OREGON

July 7, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-241(2), Mud Creek - Drake Creek Section of the Warner Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
JUL 9 1947
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23
FOR FILING

S-241(2)

May 14, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the Mud Creek-Drake Creek Section, Project No. S-241 (2).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

The oiling programmed for this project is not included in the present work for the reason it appears more economical to combine it at a later time with a State project which connects to the west end of Project No. S-241 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

BUR CREEK-SNAKE CREEK SECTION

OF THE WARNER HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 3, 1947

All Required		Clearing and Grubbing			$ 5,000.00	
700	cu. yds.	Structural Excavation, Unclassified		$ 3.00	2,100.00	
400	cu. yds.	Trench Excavation, Unclassified		3.00	1,200.00	
91,000	cu. yds.	General Excavation, Unclassified	.75	~~0.60~~	54,600.00	68250.00
160,000	yd. stns.	Short Overhaul		0.02	3,200.00	
3,500	C-yd. stns.	Long Overhaul		0.50	1,750.00	
9,000	lin. ft.	Rounding Cutbanks		0.15	1,350.00	
8.48	miles	Finishing Roadbed and Slopes		400.00	3,392.00	
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert		3.00	3,900.00	
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert		4.00	1,600.00	
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert		6.50	65.00	
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert		8.50	2,210.00	
700	lin. ft.	Salvaging Culvert Pipe		1.50	1,050.00	
19,500	cu. yds.	1½" - 0" Material in Base	250	~~2.40~~	46,800.00	48750.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing	250	~~2.40~~	26,400.00	27500.00
1,000	M-gals.	Sprinkling		3.00	3,000.00	
				Subtotal	$157,617.00	
				10% Engr. & Cont.	15,761.70	
				Total	$173,378.70	

Length of Roadway	8.480 miles
Cost per mile	$20,445.60

Federal Secondary Funds	$101,000.00
State Funds	63,378.70
	$173,378.70

Oregon State Highway Department

Federal Aid Secondary
Project No. S-241 (2)

MUD CREEK-SNAKE CREEK Section

OF THE HARNEY HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 14, 1947

All Required		Clearing and Grubbing			$ 5,000.00
700	cu. yds.	Structural Excavation, Unclassified		$ 3.00	2,100.00
400	cu. yds.	Trench Excavation, Unclassified		3.00	1,200.00
107,000	cu. yds.	General Excavation, Unclassified		0.60	64,200.00
170,000	yd. sta.	Short Overhaul		0.02	3,400.00
3,500	C-yd. sta.	Long Overhaul		0.50	1,750.00
9,000	lin. ft.	Rounding Cutbanks		0.15	1,350.00
8.46	miles	Finishing Roadbed and Slopes		400.00	3,384.00
1,300	lin. ft.	18" Corr. Metal Pipe, Protected Invert		3.00	3,900.00
400	lin. ft.	24" Corr. Metal Pipe, Protected Invert		4.00	1,600.00
10	lin. ft.	30" Corr. Metal Pipe, Protected Invert		6.50	65.00
260	lin. ft.	36" Corr. Metal Pipe, Protected Invert		8.50	2,210.00
700	lin. ft.	Salvaging Culvert Pipe		1.50	1,050.00
19,500	cu. yds.	1½" - 0" Material in Base		2.40	46,800.00
11,000	cu. yds.	3/4" - 0" Material in Surfacing		2.40	26,400.00
1,000	M-gal.	Sprinkling		3.00	3,000.00
			Subtotal		$167,409.00
			10% Engr. & Cont.		16,740.90
			Total		$184,149.90

Length of Roadway 8.464 miles
Cost per mile $21,756.84

Federal Secondary Funds- $106,800.00
State Funds- 77,349.90

$184,149.90

MUD CREEK-DRAKE CREEK SECTION

PROJECT NO. S-241 (2)

All necessary rights of way are acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

May 14, 1947

29-8302 Hebo Rock Production project on the Oregon Coast & Three Rivers Hwy.

2991

1948

29-8302
2991

RECEIVED
OCT 26

R. H. Baldock

October 20th, 1948

FOR FINAL COST ANALYSIS

Hebo Rock Production
Contract No. 2991

A. M. Saxton & Sons, Contractors
L. D. Mars, Resident Engineer

Oregon Coast Highway
Prefix 29-8302

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-1/2" Cr. Rock in S.P.	3,927.5	Cu. Yd.	$1.91	$2.30	$7,501.53	$9,033.25
1/2"-1/4" " " " "	4,315.8	" "	1.91	2.30	8,243.18	9,926.34
1/4"-0" " " " "	2,745.1	" "	1.91	2.30	5,243.14	6,313.73
Hauling Crushed Rock	43,253.7	Yd. Mi.	0.121	0.15	5,255.32	6,488.06
S.P. Rejects	835.4	Cu. Yd.	0.25	0.25	208.85	208.85
Rock Sales	1,239	Cu. Yd.	1.88	2.00	2,326.82	2,478.00
Force Account					138.37	148.56
					$28,917.21	$34,596.79

Gross Revenue	$34,596.79
Total Cost	28,917.21
Net Profit	$5,679.58

Net Profit Equals 16.4% of Gross Revenue

NOTED

Nebo Rock Production

Detail of Cost

Labor:

Supervision	$875.00	
Labor	8,788.34	
State Industrial Accident Insurance	232.59	
Unemployment Insurance	264.46	
Social Security	87.88	
		$10,248.27

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$7,811.00	
Equipment Rental, Hired	802.80	
Hired Trucks, Including Operators	4,275.18	
Gas, Oil & Grease	2,007.12	
Freight & Express	128.15	
Plant Set Up Supplies	959.55	
Miscellaneous Supplies & Small Tools	1,094.01	
Public Liability Insurance	206.33	
P.U.C.	206.36	
Bond	165.00	
Office Expense	321.50	
General Overhead	691.94	
		18,668.94

T o t a l C o s t $28,917.21

Nebo Rock Production

Breakdown of Crushing Costs

	Cost	Quantity	Unit	Unit Cost
Move In, Set Up and Construct Haul Road	$7,030.51	12,227.4	Cu. Yd.	$0.575
Load in Quarry	2,690.97	"	" "	0.220
Haul to Crusher	3,054.75	"	" "	0.250
Crusher Operation	7,750.04	"	" "	0.634
Overhead & Proratables	1,025.63	"	" "	0.091
	$21,751.90	12,227.4	Cu. Yd.	$1.77
Stock Pile Cost	$1,353.10	10,988.4	Cu. Yd.	$0.131

Kobo Rock Production

Remarks:

This contract was bid and awarded on March 12th, 1948. The contractor started work on April 7th, and completed the work on June 2nd, 1948.

The contractor used the specified quarry on Clear Creek which is located 0.6 mile southeasterly from M.P. 100.62 on the Oregon Coast Highway. The quarry had been used for a previous contract but in order to secure sufficient rock a haul road about 1,000 feet in length was constructed to a face higher up the ridge. The road, which was 8" - 0", was loaded with a 3/4-yard shovel and no drilling or shooting was required.

Three hired trucks hauled to the plant, a distance of 0.5 mile, for $0.25 per yard. The crushing plant operated 256 hours and averaged 48 yards per operating hour. The contractor operated two 8-hour shifts per day but the work was hampered by heavy rains. The contractor's shovel broke down during the progress of the work and a hired shovel was used for two weeks which increased the loading costs.

The job shows a fair profit due to a good plant and good supervision.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
AUG 17 1948
FOR FILING

29-83021

August 16, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No.2971 for the Rebo Rock Production Project on the Oregon Coast and Three Rivers Highways, in Tillamook County, has been completed by the contractor, A. H. Sexton & Sons, and that final payment in the amount of $1,125.51 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $32,118.79, of which amount $148.56 represents force account items. This contract was completed on May 26, 1948 but has not been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agents
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD

8-16-48 gl

8302
2991

June 17, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14
Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A.H. Saxton & Sons, on contract No. 2991, covering rock production on the Nebo Section of the Oregon Coast and Three Rivers Highways, in Tillamook County. This payment, in the amount of $26,391.18, will be made on or after June 28, 1948. The retained percentage is $958.55.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates, Agent
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
6-17-48 gl

Form E-1—634—4-47

29-8302

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section ..... Hebo Rock Production .....

Highway ..... Oregon Coast and Three Rivers .....

Contractor ..... A. H. Saxton and Sons .....

Date of contract March 12, 1948 ....., 19.....

Date work started April 7, 1948 ....., 19.....

Amount of contract . . . . . $ 30,580.00 .....

Estimated cost of completed project, exclusive of engineering . . . . . $ 28,912.00 .....

Per cent of contract completed, based on total contract price . . . . . 100% .....%

Engineering cost to date, $ 500 ....., ...%

For Week Ending ..... May 29 ....., 1948 .....

Kind of work ..... Crushed Rock in Stockpiles .....

Section prefix ..... 29-8302 .....

Contract number ..... 2991 .....

Date of completion ..... July 31 1948 ....., 19.....

Estimated date of completion ..... June 2, 1948 ....., 19.....

Per cent of time elapsed ..... 25 .....%

Date project was completed ..... June 2, 1948 ....., 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor worked Monday, Tuesday and Wednesday this week, and completed the contract. He started Dismantling his plant Thursday and should be through with the cleanup by Wednesday June 2.

The survey party worked Wednesday and Thursday remeasuring stockpiles and measuring the haul road.

RECEIVED
JUN 1 1948
OFFICE OF CONSTRUCTION ENGINEER

NOTED
E. A. PEASE

RECEIVED
JUN - 1 1948
DIVISION ENGINEER
DIVISION NO. 2

NOTED
H. W. LIBBY

NOTED
E. M. BOOTH

Signed ..... L. O. Main .....

Address ..... Bend .....

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT.

RECEIVED
APR 16 1948
FOR FILING

29-8302

April 14, 1948

A. H. Saxton & Sons
Cloverdale
Oregon

Gentlemen:

We enclose herewith fully executed copies of contracts which were awarded to you on March 12, 1948 by the State Highway Commission, as follows:

Contract No. 2991, covering the Nabe Rock Production Project on the Oregon Coast and Three Rivers Highways, in Tillamook County.

Contract No. 2994, for grading and oil mat surfacing on the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway, in Grant County.

An executed copy of these contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encls. 2

RECEIVED
MAR 16 1948
FOR FILING

29-8302

FI 2991

March 15, 1948

A. N. Sexton & Sons
Post Office Box 571
Redmond, Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contracts for the Rebo Rock Production Project on the Oregon Coast and Three Rivers Highways in Tillamook County and for grading, surfacing, piling, and furnishing crushed gravel in stockpiles on the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway in Grant County. These awards were based on your low bids of $27,500 and $156,286.25 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

30-1025 Pendleton (18th St.-1st St.) Sec.
of the Old Ore. Trail. 1948

2992

RECEIVED
MAR 18 1949
FOR FILING

30-1025
2992

March 17, 1949.

United Pacific Insurance Co.
E. C. Feeney, Agent
Spearth Bldg.
Astoria, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 2992, for grading and paving on Pendleton (18th St.-1st St.) Section of the Old Oregon Trail in Umatilla County, has been completed by the contractor, O. H. Grimstad and T. Vanderveldt, and that final payment in the amount of $3,378.89 will be made on or after March 28, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $112,629.61, and that no force account work was performed on the project. This contract was completed on October 1 and accepted by the Commission on November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
3-17-49 gl

RECEIVED
FEB 24 1949
FOR FILING

I 260(2)

30-1026

2992

Mrs. Lewis
Mitton card

February 14, 1949

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to O.H. Grinstad and T. Vanderveldt, on contract No. 2992, covering grading and paving in Umatilla County. This payment, in the amount of $2,913.94, will be made on or after February 24, 1949. The retained percentage is $9,378.89.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work, and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

ss

cc: United Pacific Insurance Co.
E.S. Pomroy, Agent
Spexarth Bldg.
Astoria, Oregon

NOTED ON CARD

2-14-49 gl

Form E-1—BM—1-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #31 FINAL

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 5, 1949

Section Pendleton S.W. 18th. to 1st. St.

Highway Old Oregon Trail

Contractor Grimsted & Vanderveldt

Date of contract March 12, 1948

Date work started March 29, 1948

Amount of contract . . . . . $ 118,982.50

Kind of work Grading and Paving

Section prefix 30-1025

Contract number 2992

Date of completion November 30, 1948

Estimated date of completion October 1, 1948

Per cent of time elapsed 77.6 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 115,827.55

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 11,183.05, 154.01 %

Date project was completed October 1, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work started on the Project March 29, 1948 and by August 1, the majority of the work was done, except for paving. The paving contractor did not get started to paving until August 30th. and completed the paving September 29th. Some final cleaning up was done and the job was finally completed October 1, 1948.

Semi-final completed and sent on to La Grande, Feb. 5, 1949.

H. W. LILLY

RECEIVED FEB 7 1949

NOTED

Signed A. L. Hodge

Address Pendleton

NOTED E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.13	1.13			1.13
Miles partially completed					
Miles completed	1.13	1.13			1.13
Total estimated quantities	4312	7522			4471
Estimated quantities moved or placed to date	4312	7522			4471
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week	0				

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Snow		
Monday	Snow		
Tuesday	Fair		
Wednesday	Overcast		
Thursday	Snow		
Friday		1	
Saturday			

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 15 1946
FOR FILING

20-1025

#2792

October 15, 1946

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to C. H. Grimstad and T.Vanderveldt a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2992 for grading and paving on the Pendleton (18th St.—1st St.) Section of Old Oregon Trail in Umatilla County. This payment, which is in the amount of $37,257.76, reduces the retained percentage to 5% of the total amount earned by the contractor, or the sum of $3,288.77. The present payment to the contractor will be made on or after October 25, 1946.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

E. O. Feeney, Agent
Spearth Bldg.
Astoria, Oregon

NOTED ON CARD
10-15-46 gl

30-1825
2992

CROSS REFERENCE SHEET

Name or Subject One-way street plan in Pendleton File No.

Regarding Petition signed by 28 persons regarding the routing of two-way traffic on Court Ave. and Dorian Avenue in Pendleton. Date 8/19/48

SEE

Name or Subject MAINTENANCE
Traffic
Traffic Routing

File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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RECEIVED
AUG 3 - 1948
FOR FILING

30-1022
2992

August 3, 1948

Cross Referenced To:
Const
Projects
Municipal

Mr. S. Murray
Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Mr. Murray:

With reference to raising the tracks between 5th and 6th Streets on Dorian Street in Pendleton, I must confess that I was incorrectly informed on this matter and that there is now no necessity for changing the elevation of your tracks.

As you know, we at one time requested you to remove the tracks but when you advised that you had further use for such tracks we removed such request. No work was performed on the Pendleton project at the crossing of these tracks so no raising is necessary.

Please pardon us in this instance.

I wish to express to your our appreciation for your prompt action in the raising of the tracks into the county shops in Pendleton and in expediting the cutting over of your tracks to the undercrossing near Milton.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/da

RECEIVED
OCT 5 1948
FOR FILING

FORM 3010
2-48-3M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

30-125
S. MURRAY,
RESIDENT ENGINEER 2921

801 PITTOCK BLOCK
PORTLAND 5, OREGON

July 30, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to your letter July 29, 1948 in regard to crossings of Dorian Street at Pendleton.

This is the first I have in regard to raising the tracks between 5th & 6th Streets. Will you please let me have details.

Yours truly,

S. MURRAY

RECEIVED
AUG 2 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 30 1948
FOR FILING

30-1025

2992

July 29, 1948

Mr. E. Murray, Resident Engineer
Union Pacific Railroad Company
851 Pittock Block
Portland 5, Oregon

Dear Sir:

I note your letter of July 28 advising of your plans to continue use of the spur tracks between 5th and 6th Streets on Dorian Street in Pendleton.

On the basis that you will have need for these spurs, we, of course, remove our request that the tracks be removed.

We, however, will greatly appreciate your expediting the raising of these tracks, as well as the ones serving the county shops, to fit the new grade of the highway which will be routed one way over Dorian Street.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

RECEIVED
OCT 5 1948
FOR FILING

22-1025
292
S. MURRAY,
RESIDENT ENGINEER

FORM 3010
3-30-16M

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

861 PITTOCK BLOCK
PORTLAND 5, OREGON

July 28, 1948

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

(CC - Mr. L. A. Collins - Portland
Mr. A. Bybee - Pocatello)

Dear Sir:

Referring to your letter June 8, 1948 in regard to taking up the three spurs between Fifth and Sixth Streets on Dorian at Pendleton, which formerly served the flour mill and wheat elevator.

Inasmuch as we are now considering the location of an industry where the wheat elevator was formerly located, we regret our inability to comply with your request that these spurs be removed.

Yours truly,

S. MURRAY

RECEIVED
JUL 29 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 26
FOR FILING

30-1025

#2192

July 23, 1948

Mr. S. Murray
Assistant Engineer
Union Pacific Railroad Company
531 Pittock Block
Portland 5, Oregon

Dear Sir:

This letter is your authority to raise your upper traverse leading into the Umatilla Slope at 13th and Dorian Streets in Pendleton, at an estimated cost of $700. Upon completion of the work you will be reimbursed for the actual cost upon submission of proper billing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/de

cc - H. G. Smith
R. F. Chidsey

RECEIVED
OCT 5 1948
FOR FILING

FORM 2010
2-48-3M

UNION PACIFIC RAILROAD COMPANY

30-1025
S. MURRAY
RESIDENT ENGINEER
2992

DEPARTMENT OF OPERATION

801 PITTOCK BLOCK
PORTLAND 5, OREGON

July 22, 1948

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
W. C. WILLIAMS

Dear Sir:

Your letter April 16, 1948 in regard to raising spur leading into Umatilla County shop at 13th and Dorian Street, Pendleton, known as Blewett Spur.

Cost of doing this work is estimated at $700. This figure contemplates our furnishing ballast. Will you please advise if this estimated figure is satisfactory to you.

Yours truly,

S. MURRAY

RECEIVED
JUL 23 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 22 1948
FOR FILING

3-3-125
399.2

June 21, 1948

Mr. S. Murray, Resident Engineer
Union Pacific Railroad Company
831 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to my letter of April 14, advising that the spur leading into the Umatilla County Shops must be raised.

The contractor expects to start paving, and we would appreciate having this work done in the immediate future.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith
E. F. Chidsey
W. B. Meigs

RECEIVED
JUN 9 1948
FOR FILING

30-1025

2992

June 8, 1948

Mr. S. Murray
Chief Engineer
Union Pacific Railroad
Pittock Block
Portland, Oregon

Dear Sir:

The State Highway Commission is improving Dorian Street in Pendleton for the eastbound lane of US30. The Union Pacific has three spurs which formerly served the flour mill and wheat elevator which burned down a year ago and will not be rebuilt. These tracks are between Fifth and Sixth on Dorian.

Inasmuch as you will without doubt remove these tracks at some time, we are requesting that you give consideration to doing it immediately so that we can have a permanent job and not have to again tear up the street at some time when the tracks are removed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith
E. F. Chidsey

RECEIVED
APR 16 1948
FOR FILING

30-1125
2992

April 16, 1948

Mr. S. Murray
Resident Engineer
Union Pacific Railroad
Pittock Block
Portland, Oregon

Dear Sir:

In the construction of our Pendleton Project it will be necessary to raise the spur loading into the Umatilla County Shops about one foot. I am forwarding map, profile and cross sections under separate cover.

The ties have recently been replaced so it would seem comparatively easy to make the necessary grade raise. Will you kindly make arrangements so that this can be done. Any ballast which is needed to make the raise or other work which will facilitate the operation can be arranged for by contacting W. S. Hodge, Resident Engineer at Pendleton.

I would appreciate an estimate of cost of doing this work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith
E. F. Chidsey
W. S. Hodge

RECEIVED
FOR FILING
30-1025
J. R. RALEY
JAMES H. RALEY
636
2992

RALEY, KILKENNY & RALEY
ATTORNEYS AT LAW
101 SOUTHEAST BYERS AVENUE
PENDLETON, ORE.

April 15, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

At the request of the contractor in the Pendleton Sand and Gravel Company we are preparing a sub-contract for the Pendleton Sand and Gravel Company on the Pendleton Eighteenth Street - First Street grading and paving job.

For use in connection with this sub-contract so that the sub-contractor can be fully and properly informed at all times of his duties and obligations we need two informational copies or copies of the contract.

We trust that you can assist us in this matter.

Sincerely yours,

RALEY, KILKENNY & RALEY

By: James H Raley

RECEIVED
APR 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 9 1948
FOR FILING

30-1025

April 8, 1948

C. H. Grimstad & Vanderveldt
749 - 9th Street
Astoria
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 2992 which was awarded to you on March 12, 1948 by the State Highway Commission, covering the Pendleton (18th St.-1st St.) Section of the Old Oregon Trail, in Umatilla County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 16 1948
FOR FILING

30-1025

F 2992

March 15, 1948

Grimsted & Vanderveldt
749 - 9th Street
Astoria, Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for grading and paving the Pendleton (18th St.-1st St.) Section of the Old Oregon Trail Highway in Umatilla County. This award was based on your low bid of $116,981.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

RECEIVED
OCT 5 1948
FOR FILING

3-1025

1992

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

In regard to Record of Assignment #403, W.C.W., notification from the Union Oil Company advising that they are ready to proceed with their construction at Pendleton, and requesting the setting of stakes.

I have contacted Mr. Hodge, Resident Engineer at Pendleton, and he advises that stakes were set on March 9th, after discussion with Mr. Baumback and a representative of the Union Oil Company, who he thought was Mr. Bond. He advised them he had no way to verify the back property line other than the Union Pacific right of way fence, which seemed to be in its approximate true location.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

No. 403
WCW

DESCRIPTION: Let. 3/9/48 from De Souza re. let. from Union Oil Co. of Calif. re their plant at Pendleton.

DATE: 3/9/48

ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

REPORT RECEIVED: 3-11-48-dz

REMARKS:

RECEIVED
OCT 5 1948
FOR FILING

30-1025

2.7.1

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1948

SUBJECT: R 12682

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

L

Dear Mr. Williams:

Herewith I hand you a copy of letter from Union Oil Company of California with reference to the Company's plant at Pendleton.

In view of the fact that the matters contained in the communication are entirely engineering, it is requested that you reply to Mr. Bond direct. I would like a copy of your letter for our file.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
In triplicate
Encl.

RECEIVED
MAR 10 1948
OFFICE OF
CONSTRUCTION ENGINEER

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2912

UNION OIL COMPANY OF CALIFORNIA

2901 Western Avenue
Seattle 11, Washington

March 5, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. J. W. DeSouza, Assistant Counsel

Gentlemen: RE: PENDLETON MARKETING STATION
Alterations to Facilities

We have completed our contracts with Mr. Baumback for the remodelling of the Pendleton Marketing Station and he has been authorized to proceed. We are making arrangements to meet him Monday, March 8, 1948, to start construction.

We presume that the State Highway Department has located the highway, set grades as required, etc., so that Mr. Baumback will be in a position to know the exact location of property lines. We also presume that they have located our back property line which the writer and you discussed and agreed upon.

We would appreciate knowing what the program of the State Highway Department is so that we can correlate the use of and vacation of a portion of our property with their construction program.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

(Sgd.) R. S. Bond

R. S. BOND
Construction Supervisor

RSB:bm
cc : Sales Services - Seattle
District Sales Manager - Walla Walla

RECEIVED
MAR 9 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN B. CHANDLER, MEMBER
COOS BAY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

30-1025-
2992

OREGON
STATE HIGHWAY COMMISSION
SALEM

February 26, 1948

Please Referred To
Const
Projects
Municipal

Mr. Oren L. King
City Manager
Pendleton, Oregon

Dear Mr. King:

Mr. Ackerley indicates that he had some recent discussion with you in regard to availability of monies from the quarter million dollar emergency fund set up for use in cities and the possibility of drawing on this source for widening and improvement work on Byers Avenue in the City of Pendleton.

I have checked on this matter with Mr. Williams, Assistant State Highway Engineer, who states that use of this quarter million dollar emergency fund or any portion thereof is restricted to cities under 5,000 population, in view of which Pendleton would not be eligible.

I personally do not feel that any great difficulties will be encountered in servicing the blocks between Byers and Court Avenue as a consequence of proposed one-way street routing of the highway. It is true that for certain small areas or blocks or points of destinations, that the one-way street plan requires somewhat greater traveling on the part of a few in getting to and from a particular location; however, it is felt, and has been our past experience, that for the disaccomodation accruing to the few such is more than offset by ease of movement notwithstanding the additional distance traveled.

Your thoughts, of course, have been transmitted to me more or less second-hand and I am not too clear on particular details of your problem. However, I will make a point of looking in on you the next time I am in eastern Oregon and we can discuss the situation at greater length.

Very truly yours,

F. E. Randall

F. E. Randall
Traffic Engineer

FEC:aj

cc: W. C. Williams

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

30-1025

2992

Salem, Oregon
February 6, 1948

SUBJECT:

To: Mr. W. C. Williams,
Office.

Dear Mr. Williams:

I am returning the file which you sent me with your letter of the fifth and which has to do with the resolution adopted by the City of Pendleton concerning grade changes which have been forced by reason of the Commission's plan for highway construction.

Some of the cities have charter provisions which require one thing and some have charter provisions which require another, but I think that under the circumstances as they exist with respect to this matter you may treat the resolution as ample approval of the Commission's plans.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

W. C. WILLIAMS

RECEIVED
FEB 6 1948
FOR FILING

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2992

Salem, Oregon
February 5, 1948

Mr. J. M. Devers

Herewith a copy of a resolution submitted by the City of Pendleton regarding highway improvement in Pendleton.

There seems to be some question as to whether or not this resolution must be supported by a city ordinance. Please note the letters attached covering correspondence between the City Attorney of Pendleton and Judge Schanmep in 1946. Will you please advise me if this resolution is sufficient for the going ahead with the project or if not, will you advise me when you have secured the necessary copy of a city ordinance in support.

W. C. Williams

WCW/de
Encl.

RECEIVED
OCT 5 1948
FOR FILING

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2993

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

L

Dear Sir:

We have now received, from the City of Pendleton, signed copies of a grade resolution which was prepared in my office with regard to the proposed project on the Old Oregon Trail (18th Street-1st Street Section) in the City of Pendleton.

A copy of the grade resoltuion is enclosed herewith for transmittal to Mr. Devers, as I believe he will want to secure a copy of the city ordinance supporting the resolution.

Also enclosed, for Mr. Devers' information, is correspondence in 1946 between the City Attorney of Pendleton and Judge Schannep, in connection with the project on the Pendleton-John Day Highway, indicating the City Attorney's opinion with regard to city ordinances in connection with matters of this kind.

Very truly yours,

Oscar Cutler
Engineer, County and City Relations

me

Encl.

1912

5-23 city (1948)

ADMINISTRATIVE
OREN L. KING, CITY MANAGER
CHARLES E. BURNETT, CITY RECORDER
B. D. ISAMINGER, CITY ATTORNEY
M. W. DICKSON, CITY TREASURER
CHARLES E. LEMONS, CHIEF OF POLICE
WM. BAGNELOR, FIRE CHIEF
R. W. STRUTHERS, WATER SUPT.
RAY CORWIN, STREET SUPT.
HENRY A. WILES, AIRPORT MANAGER

HUGH BOWMAN, MAYOR

COUNCILMEN
A. G. GARDEN
JOHN M. KENNEDY
JACK LEE
V. W. McCORMACK
ARNOLD PFLUGRAD
W. H. SCHARN
J. K. THOMPSON, ACTING
HOMER E. WADSONER
JACK WHITEMAN

THE CITY OF PENDLETON

HOME OF THE ROUND-UP

OFFICE OF:
The City Manager

January 29, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: R. H. Baldock
State Highway Engineer
by Mr. Oscar Cutler, Engineer
County and City Relations

Gentlemen:

Complying with your letter of January 16, 1948, we are pleased to enclose the three copies of each of the two resolutions which were adopted by the Council of this City on January 27, 1948.

Subsequent action on ordinances providing for one-way streets, etc., will be adopted by the Council from time to time as required.

Trusting you will find these in order and thanking you for your attention, we are

RECEIVED
FEB 2 1948
ENGINEER
COUNTY & CITY RELATIONS

Very truly yours,

The City of Pendleton

By Oren L. King
City Manager

OLK:br
Encl.

RECEIVED
FEB 1948
OREGON
STATE HIGHWAY COMMISSION

NOTED
J. F. HAGEMANN

January 16, 1948

Mr. Oren L. King
City Manager
Pendleton, Oregon

Dear Sir:

The State Highway Commission is planning to call for bids, on February 2 or 3, for a project on the Old Oregon Trail in the City of Pendleton, 18th Street-1st Street Section.

As the law requires that cities approve grades established by the State Highway Commission on city streets, we have prepared and are enclosing, for adoption by the City of Pendleton, four copies of a standard form of grade resolution for this project.

Also required, is a standard form of resolution containing certain provisions with regard to encroachments and traffic, four copies of which are enclosed.

It would be appreciated if these resolutions could be presented to the city council at its meeting on January 20, for consideration and approval, and if approved all four copies of each should be executed by the mayor and city recorder, and three copies of each resolution returned to the Oregon State Highway Commission, attention of Oscar Cutler, Engineer, County and City Relations.

Under separate cover, we are sending you, for your information and records, a set of the plans for the proposed project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mc
Encl.

S-23-B (1942) City

RESOLUTION

WHEREAS, State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, is routed through the City of Pendleton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit: Beginning at highway engineer's survey station 1387+00, 217 feet westerly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence easterly to Court Avenue at highway engineer's survey station 1400+62.4, 471.71 feet westerly from the center line of S. W. 12th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence along Court Avenue to the center line of S. W. 1st Street, where the same is intersected by the center line of the Old Oregon Trail Highway. Also Dorian Avenue connection, beginning at highway engineer's survey station 1394+09.7, 492.7 feet easterly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway, southeasterly to the center line of S. W. 12th Street, where the same is intersected by the center line of S. W. Dorian Avenue

And, WHEREAS, the Oregon State Highway Commission will not participate in the construction of said highway until and unless the said City of Pendleton will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pendleton, Umatilla County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway,

1-27-48

which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, this 27th day of January, 1948.

Attest:

Charles E. Burnett
City Recorder

Hugh Boardman
Mayor

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, on the 27th day of January, 1948, at the regular or special meeting of said Common Council.

Dated this 28th day of January, 1948.

Charles E. Burnett
City Recorder

Project

S-23-C
(1948)

R E S O L U T I O N

WHEREAS, State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, is routed through the City of Pendleton, Umatilla County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit: Beginning at highway engineer's survey station 1387+00, 217 feet westerly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence easterly to Court Avenue at highway engineer's survey station 1400+62.4, 471.71 feet westerly from the center line of S. W. 12th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence along Court Avenue to the center line of S. W. 1st Street, where the same is intersected by the center line of the Old Oregon Trail Highway. Also Dorian Avenue connection, beginning at highway engineer's survey station 1394+09.7, 492.7 feet easterly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway, southeasterly to the center line of S. W. 12th Street, where the same is intersected by the center line of S. W. Dorian Avenue

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line finished grade: Beginning at elevation 1047.99 at highway engineer's survey station 1387+00, 217 feet westerly from the center line of S. W. 18th Street, where the same is intersected by the center line of

1-27-48

the Old Oregon Trail Highway; thence to elevation 1049.37 at the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1052.87 at highway engineer's survey station 1394/50, 533 feet easterly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence on a 100-foot vertical grade curve to elevation 1053.32 at highway engineer's survey station 1395/50, 633 feet easterly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1053.30 at the center line of the Roundup Grounds connection extended, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1053.22 at the center line of Court Avenue, at highway engineer's survey station 1400/62.4, 471.71 feet westerly from the center line of S. W. 12th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1053.40, at the center line of S. W. 12th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1054.04 at the center line of S. W. 10th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1054.35, at the center line of S. W. 9th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1055.40, at the center line of S. W. 8th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1056.80, at the center line of S. W. 7th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1058.65, at the center line of S. W. 6th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1060.45, at the center line of S. W. 5th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1060.81 at highway engineer's survey station 1424/50, 95.25 feet easterly from the center line of S. W. 5th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence on a 100-foot vertical grade curve to elevation 1061.28, at highway engineer's survey station 1425/50, 195.25 feet easterly from the center line of S. W. 5th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1061.65, at the center line of S. W. 4th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1062.80, at the center line of S. W. 3rd Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1064.76, at the center line of S. W. 2nd Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence to elevation 1066.70, at the center line of S. W. 1st Street, where the same is intersected by the center line of the Old Oregon Trail Highway.

Description of the center line finished grade, Dorian Avenue Connection: Beginning at elevation 1052.62, at highway engineer's survey station 0/00, which intersects the Old Oregon Trail Highway at highway engineer's survey station 1394/09.7, 492.7 feet easterly from the center line of S. W. 18th Street, where the same is intersected by the center line of the Old Oregon Trail Highway; thence on a 100-foot vertical grade curve to elevation 1053.54, at highway engineer's survey station 1/00, 100 feet southeasterly from the center line of the Old Oregon Trail Highway, where the same is intersected by the center line of the Dorian Avenue connection; thence on a 100-foot vertical grade curve to elevation 1053.97, at highway engineer's survey station 2/00, 200 feet southeasterly from the center line of the Old Oregon Trail Highway, where the same

is intersected by the center line of the Dorian Avenue connection; thence to elevation 1053.82, at the center line of Court Avenue, where the same is intersected by the center line of the Dorian Avenue connection; thence to elevation 1053.28, at highway engineer's survey station 4+25, 425 feet southeasterly from the center line of the Old Oregon Trail Highway, where the same is intersected by the center line of the Dorian Avenue connection; thence on a 100-foot vertical grade curve to elevation 1053.03, at highway engineer's survey station 5+25, 525 feet southeasterly from the center line of the Old Oregon Trail Highway, where the same is intersected by the center line of the Dorian Avenue connection; thence to elevation 1053.57, at highway engineer's survey station 7+25, 725 feet southeasterly from the center line of the Old Oregon Trail Highway, where the same is intersected by the center line of the Dorian Avenue connection; thence on a 200-foot vertical grade curve to elevation 1053.63, at highway engineer's survey station 9+25, 925 feet southeasterly from the center line of the Old Oregon Trail Highway, where the same is intersected by the center line of the Dorian Avenue connection; thence to elevation 1053.55, at the center line of S. W. 13th Street, where the same is intersected by the center line of the Dorian Avenue connection; thence to elevation 1053.54, at highway engineer's survey station 10+00, 254.9 feet westerly from the center line of S. W. 12th Street, where the same is intersected by the center line of the Dorian Avenue connection; thence on a 100-foot vertical grade curve to elevation 1053.58, at highway engineer's survey station 11+00, 154.9 feet westerly from the center line of S. W. 12th Street, where the same is intersected by the center line of Dorian Avenue connection; thence to elevation 1053.83, at the center line of S. W. 12th Street, where the same is intersected by the center line of the Dorian Avenue connection.

And, WHEREAS, under the provisions of Sections 100-101 to 100-127, inclusive, O. C. L. A., and other laws of the State, the Highway Commission is given complete jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Pendleton, Umatilla County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 6 of the State of Oregon, known as the Old Oregon Trail Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

Passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, this 27th day of January, 1948.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of

such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

Charles E. Burnett
City Recorder

Hugh Boudman
Mayor

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Pendleton, Umatilla County, Oregon, on the 27th day of January, 1948, at the regular or special meeting of said Common Council.

Dated this 28th day of January, 1948.

Charles E. Burnett
City Recorder

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Orem Referenced To
Const
Projects
Municipal

December 15, 1947

Mr. Oren G. Allison
Secretary
Pendleton Chamber of Commerce
Pendleton, Oregon

Dear Sir:

Reference is made to your letter of December 12 in which you advise that the Chamber of Commerce will be glad to assist in any way possible in the matter of clearing up right of way acquisition for the proposed highway project in Pendleton. We thank you very much for your kind offer of assistance and if we cannot satisfactorily negotiate for the property required, we will be glad to call on you.

In our letter of November 10 I advised you that Mr. J. M. Devers, Chief Counsel for the Highway Commission, intended to be in Pendleton in the near future. I did not advise that the State Highway Commission would be there.

Owing to the press of other work Mr. Devers has been unable as yet to make his planned trip to Pendleton, but he advised me that he hopes to do so in the very near future.

Mr. Devers is being furnished with a copy of your letter and he may, perhaps, contact you upon his visit to Pendleton.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - J. M. Devers

RECEIVED
OCT 5 1948
FOR FILING

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2992

PENDLETON CHAMBER OF COMMERCE

PENDLETON, OREGON

December 12, 1947

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

We recently had a communication from your office regarding the change of highway through the City of Pendleton. At that time we were advised that the highway commission would be here to make further study of the matter. Inasmuch as our merchants are interested in seeing that this work progresses, we would appreciate your advice as to what has been accomplished to date in the question of right-of-way acquisition.

If the Chamber of Commerce can be of any help to you in this matter of improving the highway, we will be most happy to extend every assistance to you.

Sincerely yours,

Oren G. Allison

Oren G. Allison
Secretary

NOTED
W. C. WILLIAMS

OGA:B

RECEIVED
DEC 15 1947
OREGON
STATE HIGHWAY COMMISSION

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Letter Referred to
Const
Projects
Municipal

November 10, 1947

Mr. Orem G. Allison, Secretary
Pendleton Chamber of Commerce
Pendleton, Oregon

Dear Sir:

In reply to your letter of November 1, pertaining to the completion of one-way streets through Pendleton, I wish to advise that the project has been held up because of right of way difficulties.

Our attorney, Mr. Lowers, is going to Pendleton either this week or next week and hopes to complete the negotiations at that time.

All plans and specifications are prepared and bids may be called for on this project whenever we can clear the right of way.

Very truly yours,

W. C. Williams
Asst State Highway Engineer

cc: H. G. Smith

ASSIGNMENT

No. 142

DESCRIPTION: Let. 11/3/47 from Middleton C of C. re. one-way st[illegible] through Pendleton.

DATE: 11/4/47

ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☒ Schedule for March?

REPORT RECEIVED: 11-10-47 HI

REMARKS:

RECEIVED
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PENDLETON CHAMBER OF COMMERCE

PENDLETON, OREGON

November 1, 1947

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

At a meeting of our Merchants Committee yesterday, the question arose as to the completion of the one-way streets through our city. It was the consensus of this group that the work should be completed, and I was asked to request information from you regarding it.

It was suggested that if the matter of securing needed property is holding up the program the Merchants Committee would bend every effort to make it available so that the work could be completed as quickly as possible. It is the feeling of the committee that there is no general opposition to the project.

Any information you can give us will be appreciated.

Sincerely yours,

Oren G. Allison
Secretary

a

NOV 4 1947

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NOV 4 1947
OREGON
STATE HIGHWAY COMMISSION

30-1025

PENDLETON (18th ST.-1st ST.) SECTION

OF THE OLD OREGON TRAIL HIGHWAY IN UMATILLA COUNTY

1.13 miles of Grading and Paving — Bids Received February 3, 1948

All Specified		Clearing and Grubbing		$ 500.00
1,830	sq. yds.	Removal of Walks and Driveways	$ 0.50	915.00
6,300	lin. ft.	Removal of Curbs	0.30	1,890.00
23	only	Removal of Catch Basins	20.00	460.00
1,100	cu. yds.	Structural Excavation, Unclassified	3.00	3,300.00
80	cu. yds.	Trench Excavation, Unclassified	3.00	240.00
3,900	cu. yds.	General Excavation, Unclassified	0.80	3,120.00
9,200	yd. stas.	Short Overhaul	0.02	184.00
200	C-yd. stas.	Long Overhaul	0.50	100.00
1.13	miles	Finishing Roadbed and Slopes	600.00	678.00
300	lin. ft.	6-inch Sewer Pipe	0.80	240.00
1,500	lin. ft.	8-inch Sewer Pipe	1.00	1,500.00
450	lin. ft.	12-inch Sewer Pipe	2.00	900.00
950	lin. ft.	18-inch Sewer Pipe	3.00	2,850.00
350	lin. ft.	Extra for Installing Pipe Under Pavement	1.50	525.00
4	only	Type "A" Manholes	250.00	1,000.00
2	only	Type "B" Manholes	200.00	400.00
26	only	Adjustment of Manholes	30.00	780.00
36	only	Concrete Inlets	40.00	1,440.00
360	cu. yds.	Concrete Curbs	45.00	16,200.00
900	sq. yds.	Concrete Driveways	3.00	2,700.00
230	sq. yds.	Concrete Walks	2.50	575.00
60	cu. yds.	Concrete Traffic Islands	45.00	2,700.00
4	only	Metal Junction Boxes	25.00	100.00
100	lin. ft.	1-inch Electrical Conduit	0.60	60.00
600	lin. ft.	1½-inch Electrical Conduit	0.80	480.00
All Specified		Constructing Recesses for Traffic Control Markers		200.00
5,600	cu. yds.	3" - 0" Material in Base	2.50	14,000.00
1,900	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	5,700.00
180	M-gals.	Sprinkling	2.50	450.00
4,900	tons	Class "B" Asphaltic Concrete	8.00	39,200.00
			For Comparison of Bids	$103,387.00

130-4209 Umapine-Sunnyside Sec. of the
Sunnyside-Umapine Second. Hwy. 1948

2993

RECEIVED
SEP - 7 1948
FOR FILING

130-7209
2973

September 3, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

This to advise you that State Highway Contract No.2973 for resilling on the Umapine-Sunnyside Section of the Sunnyside-Umapine Highway, in Umatilla County, has been completed by the contractor, Pendleton Sand & Gravel Co., and that final payment in the amount of $500.00 will be made on or after September 13, 1948.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $4,772.56, and that no force account work was performed therein. This contract was completed on July 16 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD

9-3-48 gl

RECEIVED
AUG 16 1948
FOR FILING

130-4209

August 11, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 1h, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Pendleton Sand & Gravel Co., on contract No. 2991, covering the Umapine-Sunnyside Section of the Sunnyside-Umapine Highway in Umatilla County. This payment, in the amount of $h,271.06, will be made on or after the 23rd of August. The retained percentage is $500.00.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ew

cc - United Pacific Insurance Company
Portland Branch Office
627 Board of Trade Bldg.
Portland, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED C.. ARD
ew

Form E-1—526—4-47 130-4209

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT #1 FINAL

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 17, 1948

Section Umapine-Sunnyside

Kind of work Re-oiling

Highway Sunnyside-Umapine

Section prefix 130-4209

Contractor Pendleton Sand and Gravel Co.

Contract number 2993

Date of contract March 12,1948., 19

Date of completion Aug.31, 19 48

Date work started July 12, 19 48

Estimated date of completion July 16, 19 48

Amount of contract . . . . . $ 4920.25

Per cent of time elapsed 73.2 %

Estimated cost of completed project, exclusive of engineering . . . . . $ 4700.

Per cent of contract completed, based on total contract price . . . . . 100. %

Engineering cost to date, $ 268.37, 89.4 %

Date project was completed July 16, 19 48

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work was started on this section July 12 and completed July 16.

Will send in the seml-final at an early date.

NOTED
H. W. LIBLY

RECEIVED
JUL 19 1948
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
E. M. BOATH

Signed N. L. Hodges

Address Pendleton

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				5.48	
Miles partially completed				---	
Miles completed				5.48	
Total estimated quantities				1007.5	
Estimated quantities moved or placed to-date				1007.5	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				11	
Average force on project for week				12	

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., Trucks 6, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
APR 9 1948
FOR FILING

130-4209

April 8, 1948

Pendleton Sand & Gravel Company
P. O. Box 245
Pendleton
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 2993 which was awarded to you on March 12, 1948 by the State Highway Commission, covering the Umapine-Sunnyside Section of the Sunnyside-Umapine Highway, in Umatilla County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

Receipted

RECEIVED
MAR 16 1948
FOR FILING
130-4209
H 2993

March 15, 1948

Pendleton Sand & Gravel Co.
Post Office Box 245
Pendleton, Oregon

Gentlemen:

The State Highway Commission on March 12, awarded you the contract for re-oiling on the Umapine-Sunnyside Section of the Sunnyside-Umapine Secondary Highway in Umatilla County. This award was based on your low bid of $4,920.25 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr
cc - Mr. S. H. Prebert

S-260(2) Monument-Hamilton Sec., 1948
Kimberly-Long Cr. Secon. Hwy.
#2994

RECEIVED
JUN 14 1950
FOR FILING

S-260(2)

2994

June 9, 1950

COPY

~~Mr. R. M.~~ Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter of May 15, regarding the adequacy of the surfacing on the West Unit, Hamilton-Long Creek Section of the Kimberly-Long Creek Highway, Project S-260 (3), in view of the fact that the adjoining project, S-260 (2), is showing marked distress from log hauling, advise that we have given your question careful study.

The Commission recently authorized an expenditure of $50,000 to strengthen the surfacing on S-260 (2).

Considerabel thought has been given to the failure of bituminous surfaces in the last several years. This is not due entirely to the lack of subbase thickness, but is caused, to a great extent, by the lack of compaction in the base. After construction, the base compacts further under heavy traffic, causing hatched checks in the oil and allowing water to enter the subgrade. We believe that this lack of compaction is to a considerable extent due to the modern method of surfacing. Contractors, in their zeal to reduce costs, have acquired larger and larger plants and in most instances stock pile or haul a great amount of material. It is then placed on the road in a short time and receives no compaction from traffic as in former years when the daily output was not to exceed three or four hundred years.

With reference to the West Unit, Project S-260 (2), we believe that we can strengthen the weaker sections by a judicious use of the rock allowance and that more intensive rolling will compact the base, and we trust the failures which occurred in the former job will not be present. However, we plan to make a further inspection and may request cooperation for the placement of additional surfacing.

VERY truly yours,

R. H. Baldock
State Highway Engineer

HGS: RHB:er
cc: W. C. Williams
H. G. Smith
E. F. Chidsey

For original SHE: S-260 (3)
#3257

DEPARTMENT OF COMMERCE
Bureau of Public Roads
Division Eight

C
O
P
Y

Oregon District

P.O. Box 3900
Portland, Ore.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A report of an inspection of the West Unit, Hamilton-Long Creek Section of the Kimberly-Long Creek Highway, Project S-260 (3) comments on the similarity of subgrade soils on this section and adjoining project S-260 (2) completed in 1948. The report further mentions that surfacing on the latter is showing marked distress mainly due to log hauling. As surfacing depths proposed on S-260 (3) are identical to depths placed on the section now is distress it appears that some study and positive action is warranted to avoid a repetition of the failures on the old project.

We will appreciate advice as to the action you will take.

Very truly yours,

/s/ T. M. Davis
T. M. Davis
District Engineer

For original SEE: S-260 (3)
Contract #3257

RECEIVED
SEP 18 1946
FOR FILING

5-2.4a(2)
299f

1378

September 16, 1946

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Department of Commerce
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

This letter is in reply to yours of September 4, relative to surface breakage on Oregon Project S-260 (2), Monument-Hamilton Section of the Kimberly-Long Creek Highway.

I am advised by the Division Engineer that he has moved two power shovels onto this section and dug out all of the failures, which amounted to almost a quarter of a mile of highway. Excavated areas have been replaced with rock and rolled, and the highway, he advises, is now in good condition to go into the winter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

FORM E-20 10M 6-48 22439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Sept. 13, 1949

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Reference your Assignment No. 1378 concerning a report received from the Bureau of Public Roads regarding the condition of the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway which was inspected by a Bureau representative August 16, 1949.

We have contacted the District Maintenance Superintendent, Mr. Coffey, who reports that subsequent to that date he has moved two power shovels onto this section, dug out all of the failures which amounted to almost a quarter mile of highway, and replaced it with rock and re-oiled same. It is now in good condition to go into the winter season.

Mr. Coffey further states that the 6 to 8 inches of 2½"-0" surfacing material runs heavy to the minus portion and was found to be badly contaminated with mud which had worked up from the sub-base and destroyed the stability by its lubricating properties. The oil mat which is an O-9 has not adhered to the surfacing material and shifts about under the heavy log trucks, particularly when they apply their brakes. Due to these conditions he anticipates additional maintenance trouble, but will do the best he can to keep ahead with the repairs.

Very truly yours,

R. M. Smith
Assistant Maintenance Engineer

RMS:AE
cc: E. F. Chidsey
V. H. Coffey

ASSIGNMENT No. 1378

DESCRIPTION: T. H. Davis' letter of 9-2-49 regarding condition of Oregon Project S-250 (2), Hammond-Hamilton Section of Kimberly-Long Creek Highway.

DATE: Sept. 6, 1949 ASSIGNED TO: Collier

- ☒ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 9-14-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of November 24, 1948 regarding the condition of Oregon Project S-260(2), Monument - Hamilton Section of the Kimberly - Long Creek Highway. Your letter of November 26th stated that your Division Engineer had advised that the surface had been patched but all patches had not held due to the weather, but as soon as favorable weather occurred in the spring of 1949, adequate and permanent repairs would be made.

During the maintenance inspection on August 16, 1949 it is noted that this oil surface is again badly broken, particularly on the easterly three miles. We would appreciate advice as to what action will be taken to provide a safe surface for traffic.

Very truly yours,

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

RECEIVED
SEP 12 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED
R. M. Smith

RECEIVED
AUG 3 - 1949
FOR FILING

NOTED

July 18th, 1949

Kerby-Long Creek Highway
Contract #2994

FINAL COST ANALYSIS
Grading & Oil Mat Surfacing
A. H. Saxton & Sons, Contractor
Claude Mahan, Resident Engineer

Monument-Hamilton Section
Prefix 112-1020

S-260(2)

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing			$	$	$ 925.00	$ 4,800.00
Structural Excavation	790.54	Cu. Yd.	1.85	3.00	1,462.50	2,371.62
Trench "	312.45	" "	1.55	2.00	484.30	624.90
General "	86,300.8	" "	0.225	0.27	19,461.69	23,301.22
Short Overhaul	151,234	Yd. Sta.	0.017	0.02	2,526.27	3,024.68
Long "	1,354	C-Yd. Sta.	0.42	0.50	565.44	677.00
Finishing R/B & Slopes	8.27	Mile	424.00	500.00	3,506.48	4,135.00
Rounding Cutbanks	14,660	Lin. Ft.	0.11	0.20	1,612.60	2,932.00
18" Corr. Metal Pipe	1,474	" "	3.14	3.00	4,628.36	4,422.00
24" " " "	296	" "	4.45	4.50	1,317.20	1,332.00
30" " " "	92	" "	5.68	5.75	522.56	529.00
36" " " "	70	" "	8.43	5.25	590.10	367.50
Salvaging Culvert Pipe	1,178	" "	0.97	2.00	1,142.60	2,356.00
Spring Bracket Guard Rail With Concrete Posts	1,000	" "	3.41	2.75	3,410.00	2,750.00
Selected R/B Topping	18,244	Cu. Yd.	0.14	0.38	2,732.20	6,932.72
Hauling " "	41,124.5	Yd. Mi.	0.128	0.13	5,250.95	5,764.15
2½"-0" Rock in Base	11,533	Cu. Yd.	1.71	2.10	19,727.69	24,219.30
3/4"-0" in Leveling Course & Shoulders	11,803	" "	1.71	2.25	20,219.84	26,556.75
Sprinkling	1,581.1	M/Gal.	1.87	3.50	2,956.26	5,533.85
Preparation of Base	8.27	Mile	266.70	175.00	2,205.61	1,447.25
Furn. & Place Aggregates	3,160	Cu. Yd.	2.81	3.60	8,870.12	11,376.00
" " " 151-200 Asphalt	333.94	Ton	43.20	50.00	14,426.21	16,697.00
3/4"-½" Cr. Rock in S.P.	1,119.1	Cu. Yd.	1.50	2.10	1,675.29	2,350.11
½"-¼" " " " "	1,227.7	" "	1.50	2.10	1,837.87	2,578.17

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
¼"-0" Cr. Rock in S.P.	586.7	Cu. Yd.	$1.50	$2.10	$878.29	$1,232.07
SP Screen Rejects on Road	140	" "	0.25	0.25	35.00	35.00
SP Hauling Screen Rejects	282.5	Yd. Mi.	0.12	0.12	33.90	33.90
SP Screen Rejects in S.P.	1,328.6	Cu. Yd.	0.25	0.25	332.15	332.15
PA #1, Quarry Run Rock	340	" "	0.254	0.50	86.36	170.00
PA #1, Hauling Quarry Run Rock	850	Yd. Mi.	0.10	0.15	85.00	127.50
PA #2, Purchase Excess 3/4"-0" Material in Stockpile	951.3	Cu. Yd.	1.49	1.50	1,424.10	1,426.95
					$124,931.94	$160,435.79

	Total Cost	Gross Revenue	Profit	% Profit
Work performed by A. H. Saxton, Contractor	$46,447.16	$63,815.55	$14,038.74	32.2
Work performed by C. R.)'Neil, Subcontractor	42,155.10	52,581.96	9,467.82	18.3
Work performed by F. L. Somers, Subcontractor	15,268.18	20,704.58	5,419.60	26.2
Work performed by D. F. McKenzie, Subcontractor	21,061.50	23,328.25	2,260.75	9.7
Job Total	$124,931.94	$160,435.79	$35,503.85	21.1

Detail of Cost

Labor:

Supervision	$4,865.00	
Labor	37,314.92	
Labor Insurance	3,196.26	
		$45,376.18

Materials:

Concrete Posts	105 each at $9.55	1,002.75	
Brackets	105 " " 2.75	288.75	
Lumber	5 M-FBM at 95.00	475.00	
Nails	150 Lb. at 0.12	18.00	
Corrugated Metal Pipe:			
18"	147 lin. ft. at $2.08	3,065.92	
18" Bands	78 each " 3.09	241.02	
24"	296 lin. ft. " 3.05	902.80	
24" Bands	14 each " 3.89	43.26	
30"	92 lin. ft. " 4.12	379.04	
30" Bands	4 each " 5.43	21.72	
36"	70 lin. ft. " 6.32	442.40	
36" Bands	4 each " 6.37	25.48	
Paint & Linseed Oil (for 1,000 lin. ft. of Guard Rail)		172.18	
151-200 Asphalt	333.94 ton at $14.36	4,795.38	
Freight on Asphalt	333.940 " " 14.20	4,741.95	
			16,615.65

Equipment Rental & Miscellaneous:

Equipment Rental	29,467.11	
Rented Equipment	2,449.03	
Rented Trucks	7,227.95	
Gas, Oil & Grease	8,486.45	
Lumber	875.98	
Explosives	1,593.03	
Bits & Steel	202.75	
Freight & Cartage	3,859.10	
P.L. & P.D. Insurance	382.94	
P.U.C. Fees	230.08	
Small Tools & Misc.	2,962.66	
Interest	656.12	
Bond	907.96	
Home Office & General Overhead	3,638.95	
		62,940.11

Total Cost $124,931.94

FINAL COST ANALYSIS
Work Done by A. H. Saxton & Sons

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
2½"-0" in Base	11,533	Cu. Yd.	$1.497	$1.85	$17,274.90	$21,336.05
3/4"-0" in Leveling Course and Shoulders	11,803	" "	1.497	2.00	17,679.25	23,606.00
Sprinkling	177.5	M/Gal.	2.11	3.50	374.53	621.25
Furnish Aggregates	3,160	Cu. Yd.	1.497	2.10	4,730.52	6,636.00
3/4"-½" in Stockpile	1,119.1	" "	1.497	2.10	1,675.29	2,350.11
¼"-0" in Stockpile	586.7	" "	1.497	2.10	878.29	1,232.07
½"-¼" " "	1,227.7	" "	1.497	2.10	1,837.87	2,578.17
SP Screen Rejects on Road	140	" "	0.25	0.25	35.00	35.00
SP Hauling Screen Rejects	282.5	Yd. Mi.	0.12	0.12	33.90	33.90
SP Screen Rejects in S.P.	1,328.6	Cu. Yd.	0.25	0.25	332.15	332.15
PA #1, Quarry Run Rock	340	" "	0.254	0.50	86.36	170.00
PA #1, Hauling Quarry Run Rock	850	Yd. Mi.	0.10	0.15	85.00	127.50
PA #2, Purchase Excess 3/4"-0" in Stockpile	951.3	Cu. Yd.	1.497	1.50	1,424.10	1,426.95
					$46,447.16	$60,485.15
Profit from Water Hauled by Somers and McKenzie						1,329.60
" " Clearing Done by C. R. O'Neil						2,000.00
						$63,814.75

Gross Revenue	$63,815.55
Total Cost	46,447.16
Net Profit	$17,368.39

Net Profit Equals 27.2% of Gross Revenue

Detail of Cost

A. H. Saxton & Sons

Labor:		
Supervision	$1,950.00	
Labor	17,179.42	
Labor Insurance	1,568.53	
		$20,697.95
Equipment Rental & Miscellaneous:		
Equipment Rental	12,105.53	
Rented Trucks	1,977.00	
Gas, Oil & Grease	4,935.67	
Lumber	875.98	
Explosives	1,593.03	
Bits & Steel	202.75	
Freight & Cartage	378.11	
P.L. & P.D. Insurance	338.94	
P.U.C. Fees	133.78	
Small Tools & Misc.	1,016.06	
Interest	656.12	
Bond	410.47	
Home Office & General Overhead	1,125.77	
		25,374.68
Total Cost		$46,447.16

FINAL COST ANALYSIS
Work Done by C. R. O'Neil

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All		$	$	$ 925.00	$ 2,800.00
Structural Excavation	790.54	Cu. Yd.	1.85	3.00	1,462.50	2,371.62
Trench "	312.45	" "	1.55	2.00	484.30	624.90
General "	86,300.8	" "	0.225	0.27	19,461.69	23,301.22
Short Overhaul	151,234	Yd. Sta.	0.017	0.02	2,526.27	3,024.68
Long "	1,354	C-Yd. Sta.	0.42	0.50	565.44	677.00
Finishing R/B & Slopes	8.27	Mile	424.00	500.00	3,506.48	4,135.00
Rounding Cutbanks	14,660	Lin. Ft.	0.11	0.20	1,612.60	2,932.00
18" Corr. Metal Pipe	1,474	" "	3.14	3.00	4,628.36	4,422.00
24" " " "	296	" "	4.45	4.50	1,317.20	1,332.00
30" " " "	92	" "	5.68	5.75	522.56	529.00
36" " " "	70	" "	8.43	5.25	590.10	367.50
Salvaging Culvert Pipe	1,178	" "	0.97	2.00	1,142.60	2,356.00
Spring Bracket Guard Rail With Concrete Posts	1,000	" "	3.41	2.75	3,410.00	2,750.00
					$42,155.70	$51,622.92
Profit from subcontract on Gravel Topping						547.32
" " " " " "		Haul				411.72
						$52,581.96

Detail of Cost
C. R. O'Neil

Labor:			
Supervision		$1,655.00	
Labor		11,264.07	
Labor Insurance		968.93	
			$13,888.00
Materials:			
Concrete Posts	105 at $9.55	1,002.75	
Brackets	105 " 2.75	288.75	
Lumber	5 M-FBM at $95.00	475.00	
Nails	105 lbs. at $0.12	18.00	
Corrugated Metal Pipe:			
18"	1,474 lin. ft. at $2.08	3,065.92	
18" Bands	78 each " 3.09	241.02	
24"	296 lin. ft. " 3.05	902.80	
24" Bands	14 each " 3.89	43.26	
30"	92 lin. ft. " 4.12	379.04	
30" Bands	4 each " 5.43	21.72	
36"	70 lin. ft. " 6.32	442.40	
36" Bands	4 each " 6.37	25.48	
Paint & Linseed Oil (for 1,000 ft. of Guard Rail)		172.18	
			7,078.32
Equipment Rental & Miscellaneous:			
Equipment Rental		13,770.00	
Rented Equipment		364.00	
Gas, Oil & Grease		2,289.45	
Freight & Cartage		1,820.00	
Bond		497.49	
Small Tools & Misc.		1,121.20	
Home Office & General Overhead		1,326.64	
			21,188.78
T o t a l C o s t			$42,155.10

FINAL COST ANALYSIS
Work Done by D. F. McKenzie

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Sprinkling	148	M/Gal.	$1.96	$3.00	$ 290.08	$ 444.00
Preparation of Base	8.27	Mile	266.70	175.00	2,205.61	1,447.25
Haul & Place Aggregates	3,160	Cu. Yd.	1.31	1.50	4,139.60	4,740.00
Furnish & Place 151-200 Asphalt	333.94	Ton	43.20	50.00	14,426.21	16,697.00
					$21,061.50	$23,328.25

Detail of Cost
D. F. McKenzie

Labor:			
Supervision		$525.00	
Labor		5,793.30	
Labor Insurance		442.28	
			$6,760.58
Materials:			
151-200 Asphalt	333.94 ton at $14.36	4,795.38	
Freight on Asphalt	333.94 " " 14.20	4,741.95	
			9,537.33
Equipment Rental & Miscellaneous:			
Equipment Rental		2,029.40	
Rented Equipment		322.00	
Gas, Oil & Grease		416.10	
Freight & Cartage		955.50	
P.L. & P.D. Insurance		44.00	
P.U.C.		96.30	
Small Tools & Misc.		324.00	
Home Office & General Overhead		576.29	
			4,763.59
Total Cost			$21,061.50

FINAL COST ANALYSIS
Work Done by F. L. Somers

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Selected R/B Topping	18,244	Cu. Yd.	$0.14	$0.35	$2,732.20	$6,385.40
Hauling " "	41,172.5	Yd. Mi.	0.128	0.13	5,270.08	5,352.43
Street Work on 2½"-0" Rock in Base	11,533	Cu. Yd.	0.21	0.25	2,452.79	2,883.25
Street Work on 3/4"-0" Rock in Base	11,803	" "	0.215	0.25	2,540.59	2,950.75
Sprinkling	1,255.6	M/Gal.	1.83	2.50	2,291.65	3,139.00
					$15,268.18	$20,710.83

Detail of Cost
F. L. Somers

Labor:		
Supervision		
Labor	$ 735.00	
Insurance	3,078.13	
	216.52	
		$4,029.65
Equipment Rental & Miscellaneous:		
Equipment Rental		
Rented Equipment	1,562.18	
Rented Trucks, Includes Gas, Oil, Grease and Driver	1,763.03	
Gas, Oil & Grease	5,250.95	
Freight & Cartage	845.23	
Small Tools & Misc.	705.49	
Home Office & General Overhead	501.40	
	610.25	
		10,694.78
Total Cost		$15,268.18

Remarks:

This was a "Regular Federal Aid Project" which was bid and awarded March 16th, 1948. Work was started by the contractor May 11th, and completed October 23rd, 1948. The bid items included the grading of 8.27 miles of highway roadbed, the construction of 4.91 miles of pit-run gravel topping, 3.44 miles of crushed rock base, 8.27 miles of type O-9 oil mat wearing surface and the furnishing of 2,500 cubic yards of crushed rock in stockpile.

This contract was bid by A. H. Saxton and Sons, who in turn subcontracted all items except the crushing. Grading was subbed by C. R. O'Neil, the selected roadbed topping and the street work on base and key rock to F. L. Somers and the oiling items to D. F. McKenzie.

Grading was bid at a very low bid price considering the fact that the cuts showed that some solid would be encountered. However, the equipment used by the grading contractor, consisting of three D8 tractors, three 16 cubic yard carryalls, two dozers, one heavy duty blade, one heavy duty ripper, 315 compressor and small equipment, handled the material easily, only about 17 boxes of powder being used and not over 10% of the material requiring ripping.

Pipe prices were bid by the prime contractor in a very haphazard manner, some sizes bid at a figure not much over the cost of the pipe. Two heavy water spouts filled the pipe with debris and caused additional costs for cleaning out pipe.

Crushing was a very good item. A new quarry opposite M.P. 19.46 was used and an unlimited amount of good rock has been developed. The total cost for drilling, crushing and hauling to the road, an average distance of three miles, amounted to $1.50 per cubic yard.

The placing of the gravel topping and the street work on the crushed rock were handled very cheaply by the subcontractor. One heavy duty blade, one hired roller and one water wagon were used on the processing. One hired shovel and hired trucks were used for the topping. A very poor job on the processing of the rock resulted in very low costs, but placed additional costs on the preparation of base item, handled by the oiling subcontractor.

Oiling items were handled by the subcontractor with his regular oiling outfit, consisting of one boiler and retort, three transports, one distributor, seven trucks, two rollers and two blades, plus pickups, pilot car and small equipment. Extra cost on preparation of base and very inclement oiling weather added to the cost and slowed progress, allowing only a small profit.

This project was bid at a very low figure on excavation and a fair figure for the rest of the items. Good progress was made by all parties on the project with the exception of McKenzie, and a fair to large profit was shown on all items with the exception of the corrugated metal pipe.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
FEB 24 1949
FOR FILING
8-260(2)
2994

Mrs. Lewis
note on card

February 14, 1949

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

This is to advise you that the State Highway Contract No. 2994 for work on the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway, in Grant County, has been completed by the contractor, A.E. Barton & Sons, and that final payment in the amount of $4,984.95 will be made on or after February 24, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $160,435.79 and that no force account was performed on the project. This contract was completed on October 25, 1948 and accepted by the Commission on January 24, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc: United Pacific Insurance Co.
Durham & Bates, Agents
901 S.W. Washington St.
Portland 5, Oregon

NOTED ON CARD
2-14-49 JK

RECEIVED
FEB 2 1949
FOR FILING

I-260(2)
2994

February 1, 1949

A. H. Santee & Sons
Route 2
Corvallis
Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 5h, 1949, had under discussion your request for an extension of time of 15 days, from October 15 to October 30, 1948, within which to complete your contract No. 2234, for grading and surfacing on the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway in Grant County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

H. G. Smith

NOTED ON CARD
2-1-49 gk

RECEIVED
JAN 27 1948
FOR FILING

5-260(2)

2774

January 26, 1948

Mrs. Margaret Elder
Monument, Oregon

Dear Madam:

We are enclosing a report from one of our engineers in regard to the construction in the City of Monument. It would seem from this report any claim you may have would be either with the City or the contractor who did the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By L. H. Northcliff
Staff Engineer

LHN/ed
Encls

FORM S-20 2M 8-48 28204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 24, 1949

SUBJECT:

To:

Mr. L. H. Warfield
Staff Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

I am enclosing a report from V. H. Coffey covering the complaint of Mrs. Margaret Elder of Monument, Oregon, pertaining to the alleged damage to her property by the reconstruction of the highway through the Town of Monument.

From Mr. Coffey's report it is evident that the damage to Mrs. Elder's property was the result of work on a side street which the contractor performed for the City of Monument, and it is evident that any reparation to Mrs. Elder for the alleged damage should become an obligation of the City of Monument and not the State Highway Commission.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
Enc.

FORM E-20 15M 10-48 20607

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
JAN 24 1949
DIVISION
LA GRANDE

John Day, Oregon
January 21, 1949

SUBJECT: Answer To Letter From Margaret Elder - Monument

To: Mr. E. F. Chidsey
Division Engineer
Oregon State Highway Commission
La Grande, Oregon

Dear Sir:

Mrs. Margaret Elder lives on Second Street which connects with our new Highway at about a 5 foot cut. Construction plans of the new Highway through Monument call for a short, steep approach to this street. The plans also call for several hundred yards of bar material which was to be hauled from the river.

The city dads asked the contractor to grade Second Street using the material for borrow instead of hauling it from the river. The contractor obtained permission from the Resident Engineer to make this change providing the City would assume all responsibility. In order to grade the street a private pipeline had to be lowered (Mrs. Elder). The pipeline was replaced after the grading was done. The contractor didn't slope the banks and after the City looked at them for a few days, they decided to have them sloped, which was done by the property owners themselves. This was the reason for lowering the pipeline twice as mentioned by Mrs. Elder.

I talked to Mrs. Elder, Mayor C. A. Brown and Resident Engineer, Claude Mahan. As the grading of Second Street was an accomodation to the City, I can't see where the Department is obligated in any way. Mrs. Elder's trouble is between the City of Monument and herself, unless the contractor promised something he didn't do. I do not know what his agreement was with the City. The Mayor is of the same opinion as myself. However, he feels the cost of lowering the water pipe and building the steps should be up to the property owners as they were the only ones benefited by having the street graded. The only comment I made was to say I could not see where the Department was concerned and the problem was between the City and Mrs. Elder.

If Resident Engineers would demand a letter from interested parties before doing work like this, it might save us a lot of trouble in the future. None was obtained in this case. The City of Monument has very little funds in the Treasury to do work like this, and if they do it for one property owner, they would be expected to do it for all and they don't have the funds to do it.

Very truly yours,

V. H. COFFEY
District Maintenance Supt.

VHC:mh

RECEIVED
JAN 12 1944
FOR FILING

A-260 (2)
2994

January 10, 1944

Oregon State Highway Commission

Request for extension of time
No. 2
January 24 and 25 meeting

Gentlemen:

Original hereto is a request from A. H. Burton and Sons for an extension of time on Contract No. 2994, Jacksonville Section of the Siskiyou-Crater Lake Secondary Highway, from October 15 to October 30, 1943.

The contractor experienced considerable difficulty due to water spoils through the summer season, and was also delayed in receiving material for guardrails. For these reasons I would recommend that this extension be granted without penalty.

Mr. T. H. Davis of the Public Roads Administration concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
JAN 11 1940
FOR FILING

E-260(2)
3994

January 11, 1940

Mrs. Margaret Hilder
Monmouth, Oregon

Dear Madame

We are referring your letter in regard to water pipes and steps in the City of Monmouth to our Division Engineer in Lafayette who will have an investigation made, and if possible, contact you at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

cc: R. V. Childers

State Highway Commission

Dear Sir

When the contractors put the road through to Hamilton through Monument. They cut the street down in front of my house & pulled only water pipes out & I had them put back. Then the contractors did not think the street was graded enough & pulled them all out again which cost me over $35 & since the street has been graded I cannot get down from the front of my house. The bank is to high, will have to have steps put in. I dont feel I should go to this expence. Would like to hear from you in regards to what can be done.

I remain

Mrs Margaret Elder

Monument

Grant Co

Ore

Form E-1—634—1-48

8-260 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 18, 1948

Section Monument - Hamilton

Highway Kimberly - Long Creek

Contractor A. H. Saxton & Sons

Date of contract March 12, 1948

Date work started May 11, 1948

Amount of contract $156,286.20

Kind of work Grading & Oil Mat Surfacing

Section prefix II2-I020

Contract number 2094

Date of completion October 15, 1948

Estimated date of completion October 25, 1948

Per cent of time elapsed I04.6 %

Estimated cost of completed project, exclusive of engineering $I6I,I95.I4

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $....., ...% Date project was completed October 25, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Most of the crew was on the sick list, and very little was accomplished in the field other than some chaining lessons.

NOTED H. G. SMITH

Signed Claude Mahan

Address Fossil, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.27	8.27	8.27	8.27	
Miles partially completed	0	0	0	0	
Miles completed	8.27	8.27	8.27	8.27	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	0	0			
Hours per shift	0	0			
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Stormy		
Monday	Cloudy Snow		
Tuesday	Snow		
Wednesday	Cloudy Cold		
Thursday	Clear Cold		
Friday	Foggy Cold		
Saturday	"		

RECEIVED
DEC 2 1 1940
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
DEC 13 1948
FOR FILING

21-3a2(2)
2994

L 260(2)

December 10, 1948

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 4, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. H. Fenton & Sons, on contract No. 2994, covering the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway in Grant County. This payment, in the amount of $2,134.00, will be made on or after December 20, 1948. The retained percentage is $4,820.13.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

sl

cc: United Pacific Insurance Co.
Durham & Bates, Agent
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
12-10-48

RECEIVED
NOV 29 1948
FOR FILING
I-360 (2)

November 26, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With reference to your letter of November 24, relative to bituminous surface break-ups on Oregon Project No. S-360 (2), Monument-Hamilton Section of the Kimberly-Long Creek Highway, you state the matter correctly when you advise that the repairs made by the state are not entirely satisfactory.

I am advised by our Division Engineer that they made repairs to the fractured surfaces, but, due to inclement weather, not all of the patches healed. As soon as favorable weather will permit next spring, adequate and permanent repairs will be made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. H. G. Smith

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

November 24, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Under date of October 27 your attention was directed to numerous bituminous surface breakups on Oregon Project S-260(2), Monument-Hamilton Section of the Kimberly - Long Creek Highway. Your reply of October 28 advised that repairs would be made immediately.

We now have a report of a construction inspection made November 20 which states that although repairs have been made as agreed, many of the patched areas have again failed, together with several other areas which previously showed no distress.

In view of your statement that surface failures were not caused by negligence or unworkmanlike procedure on the part of the contractor, we are willing to make final acceptance of the project with your written assurance that all necessary surface repairs will be performed by the State as soon as favorable weather prevails next season.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
NOV 26 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 19 1948
FOR FILING

§ 26c (2)
2974

November 18, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 1h, Wash.

Gentlemen:

You are advised of the intention of the State Highway Commission to release to A. H. Saxton & Sons a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2994 for grading and surfacing on the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway in Grant County. This payment, which is in the amount of $12,308.91, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $h,75h.13. The present payment to the contractor will be made on or after the 29th of November, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland h, Oregon

Durham & Bates
901 S.W.Washington
Portland 5, Oregon

NOTED ON CARD

11-16-48 gl

RECEIVED
NOV - 5 1948
FOR FILING

S-260 (2)
2994

November 3, 1948

Mr. T. H. Boyle
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on October 25, 1948 on Contract No. 2994, Hammond-Hamilton Section in connection with Federal Aid Project No. S-260 (2).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Williams
Assistant State Highway Engineer

HGW:ccw

cc: Forest Cooper

RECEIVED
OCT 29 1948
FOR FILING

S-216(2)

October 28, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Replying to yours of October 27, having reference to bituminous surfacing breakups on Oregon Project S-216 (2), Monmouth-Hamilton Section, you are advised that immediate arrangements are being made for the repair of the broken sections.

There are no indications that the surface failure was caused by any negligence or unworkmanlike procedure on the part of the contractor. Therefore, he is not being held accountable for the damaged surfacing. The repairs will be made by a state patching crew.

We will advise you when the work is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:rm

cc Mr. H. G. Smith
Mr. E. F. Chidsey

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 27, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A construction inspection of Oregon Project S-260(2), Monument - Hamilton Section of the Kimberly - Long Creek Highway, made October 15th shows the quality of the bituminous surfacing as unsatisfactory. There are 10 to 15 breakups on this new surfacing and although the oiling was completed October 2nd, there is no evidence of any action to make repairs, though the weather since completion of the oiling has been very good.

These failures are probably due to the elimination of the prime coat and the excessive moisture in the unprotected base course from a rain which occurred after the oiling work was commenced.

May we suggest that every effort be made to repair these breakups while suitable weather prevails.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
OCT 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 27 1948
FOR FILING
8-260 (2)
2997

October 26, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 2996, Klamath-Hamilton Section of the Klamath-Long Bell Secondary Highway, S-260 (2), from October 15, 1948, to October 30, 1948, to A. E. Backus & Sons, contractors.

The contractor experienced considerable difficulty due to water sports through the summer season, and was also delayed in receiving material for guardrails. This project is now complete with the exception of the completion of the guardrail which will be cleaned up within the next few days.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
FEB 7 19..
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

S-260(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

September 21, 1948

P. O. BOX 2869
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-260(2)
Monument-Hamilton Section
Kimberly-Long Creek Hwy.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
SEP 22 1948
OREGON
STATE HIGHWAY COMMISSION

...m PR 2 (Revised 1946)

W.O. pr 7517

State Oregon

Federal Aid Secondary Project No. S-262(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 14th day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of May, 19 47, a project statement, which was approved on the 16th day of July, 19 47, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 20th day of February, 19 48; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of ninety-eight thousand and 00/100

dollars ($98,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

16—11879-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 282, Laws 1929.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 721+85 on the west boundary of the NW 1/4, Section 1, T. 9 S., R. 27 E., W.M., and survey station 114+60 in the NW 1/4, Section 36, T. 9 S., R. 26 E., W.M., except station 730+98.89 to 743+85.89,

, length 8.27± miles, in Grant County, being Oregon Federal Aid Secondary project No. S-816(2), consisting of 8.27± miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ [illegible] dollars ([illegible]), which does not exceed the authorized Federal pro rata share of _____ [illegible] dollars ($[illegible]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ [illegible] (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ [illegible] (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

[illegible]

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By T. H. Banfield
[redacted]
(Title of officer)

By A. W. Schlaupfh
[redacted]
(Title of officer)

By _____
[redacted]
(Title of officer)

By _____
_____
(Title of officer)

By _____
_____
(Title of officer)

Attest
H. H. Seamyer
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By F. Lynchon
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—41270-2

RECEIVED SEP 20 1948 OREGON DISTRICT

RECEIVED
DEC 21 1918
FOR FILING
S-260(2)

July 27, 1918

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Beaverton-Hamilton Section, Project S-260 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

JWW/LP

Encl.

Oregon State Highway Department

Federal-aid Secondary
Project No. S-260 (2)

MONUMENT-HAMILTON SECTION OF THE KIMBERLY-LONG CREEK HIGHWAY IN GRANT COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Roadway (Sta. 701+85 to 1143+60)

All Required		Clearing and Grubbing		$ 4,800.00
750	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,250.00
280	cu. yds.	Trench Excavation, Unclassified	2.00	560.00
82,000	cu. yds.	General Excavation, Unclassified	0.27	22,140.00
173,700	yd. stas.	Short Overhaul	0.02	3,474.00
1,700	C-yd. stas.	Long Overhaul	0.50	850.00
8.27	miles	Finishing Roadbed and Slopes	500.00	4,135.00
15,300	lin. ft.	Rounding Cutbanks	0.20	3,060.00
1,600	lin. ft.	18" Corr. Metal Pipe	3.00	4,800.00
290	lin. ft.	24" Corr. Metal Pipe	4.50	1,305.00
80	lin. ft.	30" Corr. Metal Pipe	5.75	460.00
100	lin. ft.	36" Corr. Metal Pipe	5.25	525.00
1,100	lin. ft.	Salvaging Culvert Pipe	2.00	2,200.00
1,000	lin. ft.	Spring Bracket Guard Rail With Concrete Posts	2.75	2,750.00
18,000	cu. yds.	Selected Roadbed Topping	0.38	6,840.00
42,000	yd.mi.	Hauling Roadbed Topping	0.14	5,880.00
11,000	cu. yds.	2½" - 0" Rock in Base	2.10	23,100.00
12,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.25	27,000.00
1,000	M-gals.	Sprinkling	3.50	3,500.00
8.27	miles	Preparation of Base	175.00	1,447.25
3,600	cu. yds.	Furnishing and Placing Aggregates	3.60	12,960.00
240	tons	Furnishing and Placing 151-200 Asphalt	50.00	12,000.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	50.00	5,000.00
			Subtotal	$151,036.25
			10% Engr. & Cont.	15,103.62
			Total	$166,139.87

Length of Roadway	8.274 miles
Length of Bridge (Exception)	.074 mile
Total Length	8.348 miles
Cost per mile, Roadway	$20,079.75

Federal-aid Secondary Funds	$ 90,000.00
State Funds	76,139.07
	$166,139.07

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
MAY 24 1948
FOR FILING

S-260(2)

May 14, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 11, 1948 on Contract No. 2994, Monument-Hamilton Section, in connection with Federal Aid Project No. S-260 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DVP/ge

RECEIVED
APR 23 1948
FOR FILING

S-260(2)

2994

files

April 21, 1948

Mr. M. M. Ferrell, Secretary
Better Business Bureau of Spokane, Inc.
Spokane 8, Washington

Dear Mr. Ferrell:

We have your letter of April 15th, in regard to the highway at Hamilton. In order to clarify the situation I will give you a little of the particulars of this work.

The highway starts at Kimberly on the John Day highway and extends to Long Creek on the Pendleton-John Day Highway. Reconstruction work was started on this highway from Kimberly to Long Creek in 1941, but due to the war the work was postponed and was not started again until 1946. At this time constructions were let for regrading, oiling and surfacing of the highway from Kimberly and the work was completed in June of 1947. Survey was then made for reconstruction of the hi hway from (Monmouth) to Hamilton, but due to the rise in costs of construction it was found that there was not sufficient funds in the original allocation to complete the highway to Hamilton.

In March of this year, a contract was let for regrading, oiling and surfacing approximately 8 miles of the highway between Monmouth and Hamilton. This contract is to be completed not later than October of this year.

This contract does reach within ½ mile of the oiling derrick mentioned in your letter but the work was stopped there only because there was not sufficient funds to complete it to Hamilton.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

LEW:lo

F. L. GROTEAU
CHAIRMAN

MRS. M. M. FERRELL
SECRETARY

Better Business Bureau of Spokane, Inc.

WEST 725 FIRST AVENUE SPOKANE 8, WASHINGTON TELEPHONE MAIN 4646

April 15, 1948

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

We have been shown a letter written by Judge J. H. Allen, Grant County, Oregon, stating that

> "The Oregon State Highway Commission have let a contract to build and complete a fine highway to the very location of his oil derrick near the town of Hamilton, Oregon. Now, the writer is not telling you that the highway was built just to that point for Mr. W. J. Griffith. But some of our citizens feel that they did."

Will you please advise us whether the building of this highway has been started, and/or whether it has been completed.

Sincerely,

M. Ferrell

Secretary

MMF:cfm

RECEIVED
APR 19 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 18 1948
FOR FILING

S-3260(2)

April 14, 1948

A. H. Saxton & Sons
Cloverdale
Oregon

Gentlemen:

We enclose herewith fully executed copies of contracts which were awarded to you on March 12, 1948 by the State Highway Commission, as follows:

Contract No. 2991, covering the Nobe Rock Production Project on the Oregon Coast and Three Rivers Highways, in Tillamook County.

Contract No. 2994 for grading and oil mat surfacing on the Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway, in Grant County.

An executed copy of these contracts are also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

8260 (2)

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP,
KLAMATH FALLS
BEN. R. CHANDLER,
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
M. S. GLAISYER
SECRETARY

March 16, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Enclosed are four signed copies of encroachment resolution which was adopted by the City Council of Monument in connection with Federal Aid Project No. S-260 (2), Monument-Hamilton Section of the Kimberly-Long Creek Secondary Highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

Encl.

cc Mr. J. W. Nash

RECEIVED
MAR 22 1948
FOR FILING
OREGON DISTRICT
S-260(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 12, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. S-260(2), Monument - Hamilton Section of the Kimberly - Long Creek Secondary Highway, to A. H. Saxton & Sons, Corvallis, Oregon, low bidder.

Very truly yours,

T. M. DAVIS
District Engineer.

Copy to Pisoert

RECEIVED
MAR 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 1 8
FOR FILING

S-260(2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 10, 1948

SUBJECT:

To: Mr. J. M. Devers

RECEIVED
MAR 11 1948
LEGAL DEP'T.

L

Herewith a resolution adopted by the City of Monument relative to grades in connection with Federal Aid Project S-260 (2).

Is this resolution sufficient or will it require a city ordinance?

W. C. Williams

WCW/ds
Encl.

Returned to W. C. Williams with approval noted

NOTED
W. C. Willia

File

Federal Aid Project No. S-260 (2)

R E S O L U T I O N

WHEREAS, State Highway No. 402 of the State of Oregon, known as the Kimberly-Long Creek Secondary State Highway, is routed through the City of Monument, Grant County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

Beginning at highway engineer's survey station 701/85, at the west city limits of Monument; thence southeasterly along the relocated center line of the Kimberly-Long Creek Secondary State Highway to highway engineer's survey station 760/60, at the northwest end of the bridge across the North Fork of the John Day River

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Description of center line finished grade (U.S.C. & G.S. datum): Beginning at elevation 2060/00, at highway engineer's survey station 701/85, at the west city limits of Monument, where the same is intersected by the center

APPROVED AS TO FORM AND LEGALITY
Chief Counsel

line of the relocated Kimberly-Long Creek Secondary Highway; thence southeasterly to elevation 2042.05, at highway engineer's survey station 708/50, approximately 1,810 feet northwesterly from the center line of Third Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence on a 400-foot vertical grade curve to elevation 2031.65, at highway engineer's survey station 712/50, approximately 1,410 feet northwesterly from the center line of Third Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence to elevation 2015.40, at highway engineer's survey station 719/00, approximately 760 feet northwesterly from the center line of Third Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence on a 400-foot vertical grade curve to elevation 2009.74, at highway engineer's survey station 723/00, approximately 360 feet northwesterly from the center line of Third Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence to elevation 2008.55, at the center line of Third Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence to elevation 2008.42, at highway engineer's survey station 727/00, approximately 40 feet southeasterly from the center line of Third Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence on a 600-foot vertical grade curve to elevation 2005.14, at the intersection of Second Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence continuing on a 600-foot vertical grade curve to elevation 2001.04, at highway engineer's survey station 733/00, approximately 200 feet southeasterly from the center line of Second Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence to elevation 1998.43, at highway engineer's survey station 735/00, 400 feet southeasterly from the center line of Second Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway; thence on a 500-foot vertical grade curve to elevation 1993.93, at highway engineer's survey station 740/00, at the northwest end of the bridge across the North Fork of the John Day River, approximately 900 feet southeasterly from the center line of Second Street, where the same is intersected by the center line of the relocated Kimberly-Long Creek Secondary State Highway

And, WHEREAS, under the provisions of Sections 100-101 to 100-127, inclusive, O. C. L. A., and other laws of the State, the Highway Commission is given complete jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Monument, Grant County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 402 of the State of Oregon, known as the Kimberly-Long Creek Secondary State Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

Passed by the Common Council of the City of Monument, Grant County, Oregon, this 2nd day of Sept., 1948.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of

such street construction, reconstruction, improvement, repair, and/or maintenance.

Attest:

Mearl Gilman
City Recorder

J. J. Linas
Mayor

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Monument, Grant County, Oregon, on the 2nd day of Oct., 1948 at the ~~regular~~ or special meeting of said Common Council.

Dated this 2nd day of Oct., 1948.

Mearl Gilman
City Recorder

RECEIVED
MAR 22 1948
FOR FILING

S-260(2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 8, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

C. WILLIAMS

Dear Sir:

This is to advise that this office has received from the City of Monument the necessary grade and encroachment resolutions for Federal Aid Project No. S-260 (2).

This is to further advise that all necessary resolutions, agreements, etc. have been previously received or completed for all the other projects on which bids will be opened on March 11 and 12.

Very truly yours,

Oscar Cutler

Oscar Cutler
Engineer, County and City Relations

OC:me

cc Mr. H. G. Smith

S-260(2)
#2994

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that Form PR-9, submitted by you under date of February 13 and requesting program change in the case of Oregon Project S-260(2), Monument - Hamilton, was approved by our Washington Office on February 27, 1948.

The approved change in Item 10 of the Oregon 1948 Secondary (Postwar) Program provides a reduction in length from 10.00 to 8.27 miles and termination of the project 1.7 miles west of, instead of at, Hamilton.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
MAR 4 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1948
FOR FILING

S-260(2)

March 15, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of right of way statement for the Hannaman-Hamilton Section, Project No. S-260 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

MONUMENT-HANCOCK SECTION

PROJECT NO. S-260 (2)

All necessary rights of way have been acquired for this project.

R. E. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 12, 1948

RECEIVED
DEC 23
FOR FILING
S-326(2)

March 18, 1940.

Mr. L. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal conversation as of this date in the award of contract on Oregon Project No. S-326(2), Benzene - Hot Mix Section of the Elmira - Long Creek Secondary Highway, to A. E. Hudson & Sons, Corvallis, Oregon, low bidder.

Very truly yours,

T. H. DAVIS
District Engineer.

RECEIVED
DEC 23 1948
FOR FILING
S-260(2)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 20, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-260(2), Monument - Hamilton Section of the Kimberly - Long Creek Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have not yet received advice of action taken on Form PR-9 submitted with Mr. Williams' letter of February 13th and requesting program revision to permit reduction in length and termination of the project 1.73 miles west of Hamilton. Authority to advertise is therefore subject to approval of this revision.

Cottrell says OK

The 1940 census lists the town of Monument as incorporated. If this status still prevails, please forward the usual number of copies of an encroachment resolution for the portion of the project within the town.

It will be necessary for us to withhold concurrence in contract award until right-of-entry has been obtained to all right-of-way not now acquired.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 25 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 23 1948
FOR FILING

S-260(2)

February 18, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six blueprint copies of the plans for the Monument-Hamilton Section, Project No. S-260 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

[redacted]-HAMILTON SECTION

PROJECT NO. [redacted] (2)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed all necessary rights of way can be made fully available within thirty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Prohart
Office Engineer

February 16, 1948

RECEIVED
DEC 23 1948
FOR FILING

5-260(2)

February 13, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and eight copies of PR-9 covering program change for the Hammond-Smithlick Section, Project No. S-260 (2).

Six PR-9 proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

V. G. Williams
Assistant State Highway Engineer

VGW:ml

Encl.

PR-9's were sent separately
Jan

Oregon State Highway Department

Federal-aid Secondary
Project No. S-260 (2)

Federal Aid Secondary Fund $210,000.00
State Funds 19,837.45

KIMBERLY-LONG CREEK HIGHWAY IN GRANT COUNTY $229,837.45

(Estimate to accompany plans and specifications. Not as basis for project agreement)

Salem, Oregon, February 16, 1948

Roadway (Sta. 701+85 to 1143+60)

All Required		Clearing and Grubbing		$ 5,000.00
750	cu. yds.	Structural Excavation, Unclassified	$ 3.00	2,250.00
280	cu. yds.	Trench Excavation, Unclassified	3.00	840.00
82,000	cu. yds.	General Excavation, Unclassified	0.65	53,300.00
173,700	yd. sta.	Short Overhaul	0.02	3,474.00
1,700	C-yd. sta.	Long Overhaul	0.50	850.00
8.27	miles	Finishing Roadbed and Slopes	500.00	4,135.00
15,300	lin. ft.	Rounding Cutbanks	0.15	2,295.00
1,600	lin. ft.	18" Corr. Metal Pipe	3.00	4,800.00
290	lin. ft.	24" Corr. Metal Pipe	4.50	1,305.00
80	lin. ft.	30" Corr. Metal Pipe	7.50	600.00
100	lin. ft.	36" Corr. Metal Pipe	10.00	1,000.00
1,100	lin. ft.	Salvaging Culvert Pipe	1.50	1,650.00
1,000	lin. ft.	Spring Bracket Guard Rail With Concrete Posts	3.00	3,000.00
18,000	cu. yds.	Selected Roadbed Topping	0.60	10,800.00
42,000	yd. mi.	Hauling Roadbed Topping	0.15	6,300.00
11,000	cu. yds.	2½" - 0" Rock in Base	2.50	27,500.00
12,000	cu. yds.	3/4" - 0" Rock in Leveling Course and Shoulders	2.50	30,000.00
1,000	M-gals.	Sprinkling	3.00	3,000.00
8.27	miles	Preparation of Base	150.00	1,240.50
3,600	cu. yds.	Furnishing and Placing Aggregates	3.75	13,500.00
240	tons	Furnishing and Placing 151-200 Asphalt	41.00	9,840.00
100	tons	Furnishing and Placing RC-3 or Emulsified Asphalt	41.00	4,100.00
			Subtotal	$190,779.50
			10% Engr. & Cont.	19,077.95
			Total	$209,857.45

Length of Roadway	8.274 miles
Length of Bridge (Exception)	.074 mile
Total Length	8.348 miles
Cost per mile, Roadway	$25,446.51

Federal Aid Secondary Funds	$118,000.00
State Funds	91,857.45
	$209,857.45

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

[redacted] (Date)

The following major program change of the individual project is requested:

[redacted] (State)

[redacted] (Previous Program)

[redacted] (Date of Approval)

COUNTY [redacted]

FA or FAS Route No. [redacted]

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	[redacted]	[redacted]	[redacted] to [redacted]	Survey-Plans Right-of-Way Construction	[redacted]	[redacted]	[redacted]		Gr., Dr., Drainage Structures, Type Surfacing
				Total	[redacted]	[redacted]	[redacted]	10.00	
Requested Revision	[redacted]	[redacted]	[redacted] to 2.7 mi. West of [redacted]	Survey-Plans Right-of-Way Construction	[redacted]	[redacted]	[redacted]		Gr., Dr., Drainage Structures, Type Surfacing
				Total	[redacted]	[redacted]	[redacted]	8.37	

Program Balance subsequent to approval of this and previously recommended change is: $[redacted]

Reason for Change:

[redacted]

Recommended for approval

[redacted] District Engineer [redacted] (date)

[redacted] [redacted]

Recommended: [redacted] Division Engineer [redacted] (date)

Approved: [redacted] Acting Commissioner [redacted] (date)

P-3868

RECEIVED
FEB 11 1948
FOR FILING

S-260 (2)

February 10, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of February 3 regarding the proposed fill measurement of borrow on Oregon Project S-260(2), Monument-Hamilton Section of the Kimberly-Long Creek Highway in Grant County.

Owing to your unwillingness to recommend payment for fill measure, you are advised that the specifications have been changed to eliminate "Embankment Measurement".

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

cc - H. G. Smith
S. H. Prebart

RECEIVED
FEB 9 1948
FOR FILING
S-26021

Salem, Oregon
February 9, 1948

Mr. H. G. Smith

Herewith a letter from T. M. Davis which is self explanatory.

Inasmuch as Mr. Van Scoy has conceded that it is not absolutely essential that the embankment be measured in place, I assume we shall have to use our usual procedure of excavation measurement.

I am advised that it is possible to secure the borrow materials first, after which the pit can be measured and the topping materials obtained; also, some additional stripping may be required to conduct the work in this manner.

Will you please have the necessary changes made in the specifications in order to comply with Mr. Davis' request, unless you cannot approve. In any event, please advise me your recommendation in order that Mr. Davis may be so advised.

W. C. Williams

WCW/ds
Encl.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 9th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

The specifications on the Monument-Hamilton Section of the Kimberly-Long Creek Highway in Grant County have been changed to eliminate "Embankment Measurement".

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

NOTED
W. C. WILLIAMS

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 1086
PORTLAND 8, OREGON

February 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Smith.
Asst. Chief

Dear Sir:

Reference is made to recent correspondence regarding your request for approval of fill measurement of borrow on Oregon Project S-260(2), the Monument - Hamilton Section of the Kimberly-Long Creek Highway in Grant County. Recently an inspection of the project was made by a representative of this office in company with your Division Engineer at which time it was noted that a considerable portion of the borrow was to be used in widening an existing fill and that accordingly, the widening sections are very narrow.

It was conceded by your representative that the conditions that suggested use of fill measurement are not so compelling as to justify deviation from the established policy of paying for borrow in its original position and accordingly, we are unwilling to recommend this specification for approval. It was further suggested that probably it would be desirable to require by the specifications that the borrow be completed before the topping operation from this source was started.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 5 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 9 1948
FOR FILING

December 24, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six blueprint copies of project statement map for the Monument-Long Creek Section, Project No. HPS-FAS 260 (Revised).

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

JWN:ga

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

MONUMENT-LONG CR. SECTION

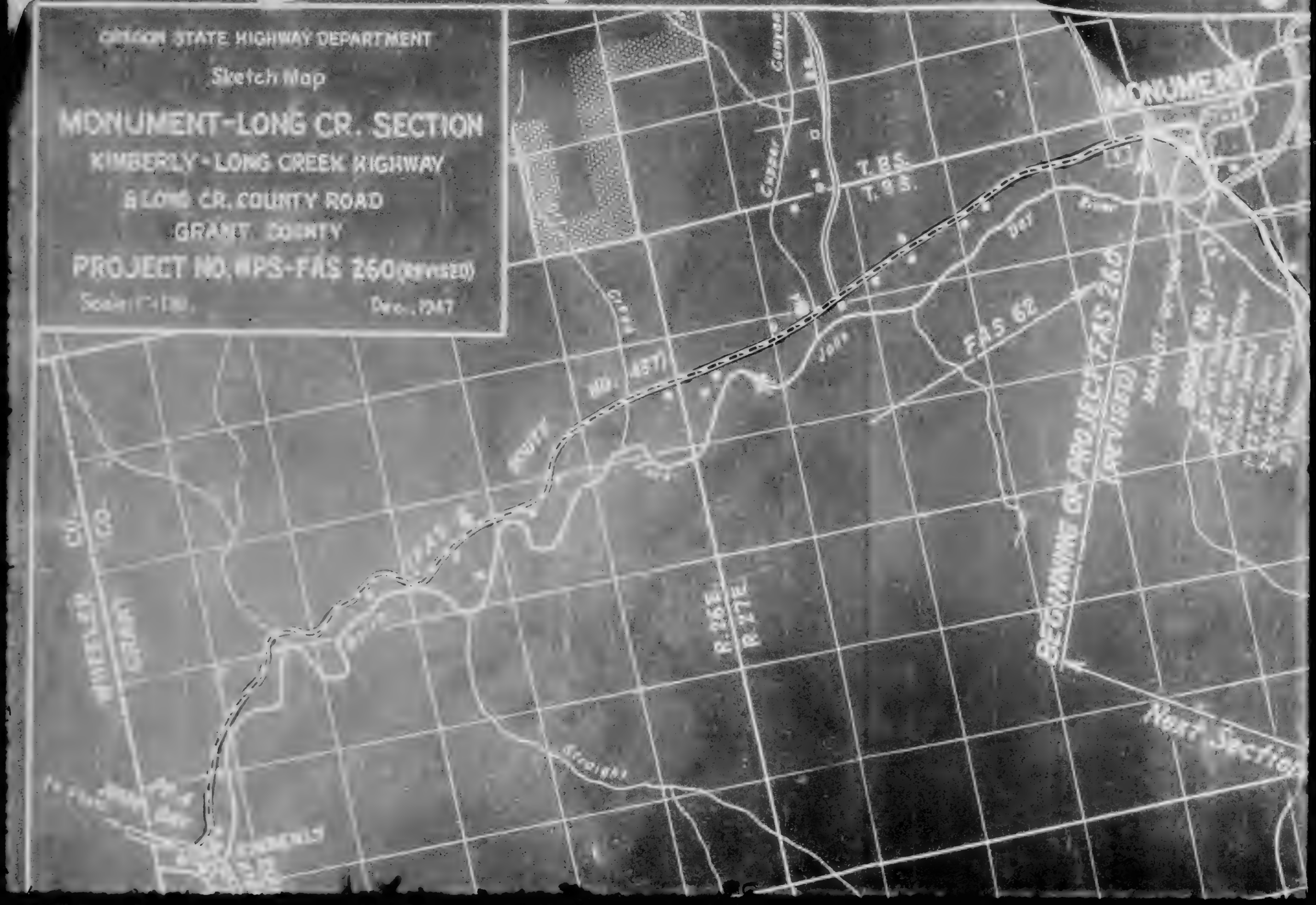
KIMBERLY - LONG CREEK HIGHWAY

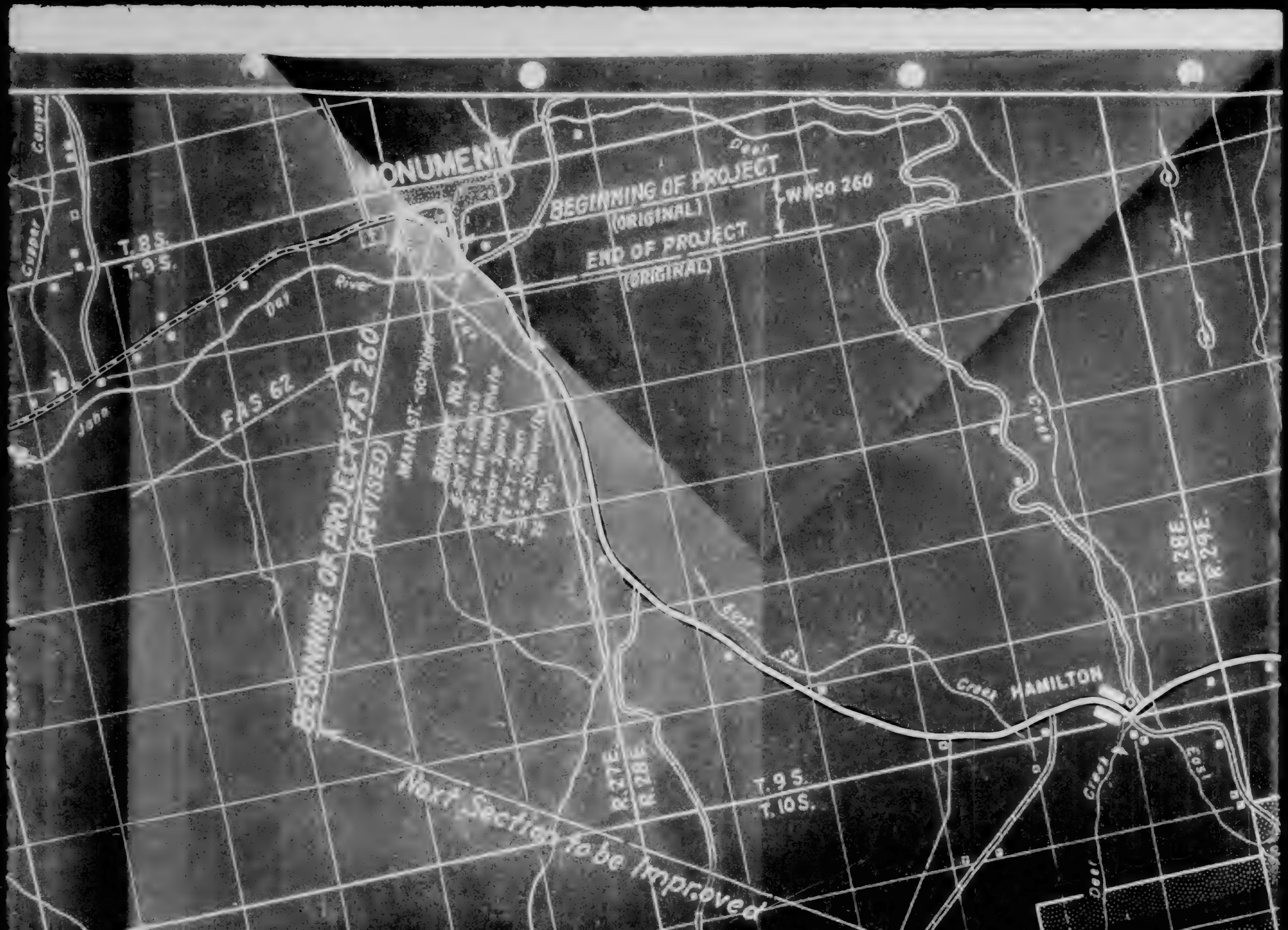
& LONG CR. COUNTY ROAD

GRANT COUNTY

PROJECT NO. WPS-FAS 260 (revised)

Scale 1" = 1 Mi. Dec., 1947


Canyon
T. 8 S.
T. 9 S.
Dry
Creek
Dry
FAS 62
FAS 260
R. 26 E.
R. 27 E.
Straight
Monument
Long Creek
Kimberly
Mt. Vernon
Co. Rd.
Grant
Monument
Long Creek
Kimberly
Mt. Vernon
Co. Rd.
Grant
Straight
R. 26 E.
R. 27 E.


MONUMENT
BEGINNING OF PROJECT
(ORIGINAL)
END OF PROJECT
(ORIGINAL)
W.M.SO 260
T.8S.
T.9S.
Dal
River
FAS 62
FAS 260
BEGINNING OF PROJECT
(REVISED)
R.27E.
R.28E.
T.9S.
T.10S.
Next Section to be Improved
Scott
Fork
Creek
HAMILTON
Creek
Dees
R.28E.
R.29E.
N

R.29E.
R.30E.
MAIN ST.
16' WIDE
LOWER CREEK

PENDLETON - JOHN DAY HIGHWAY
(F.A ROUTE 30)

To Pendleton

BRIDGE NO. 4
Steel Log Span
15' Roadway
15' Long

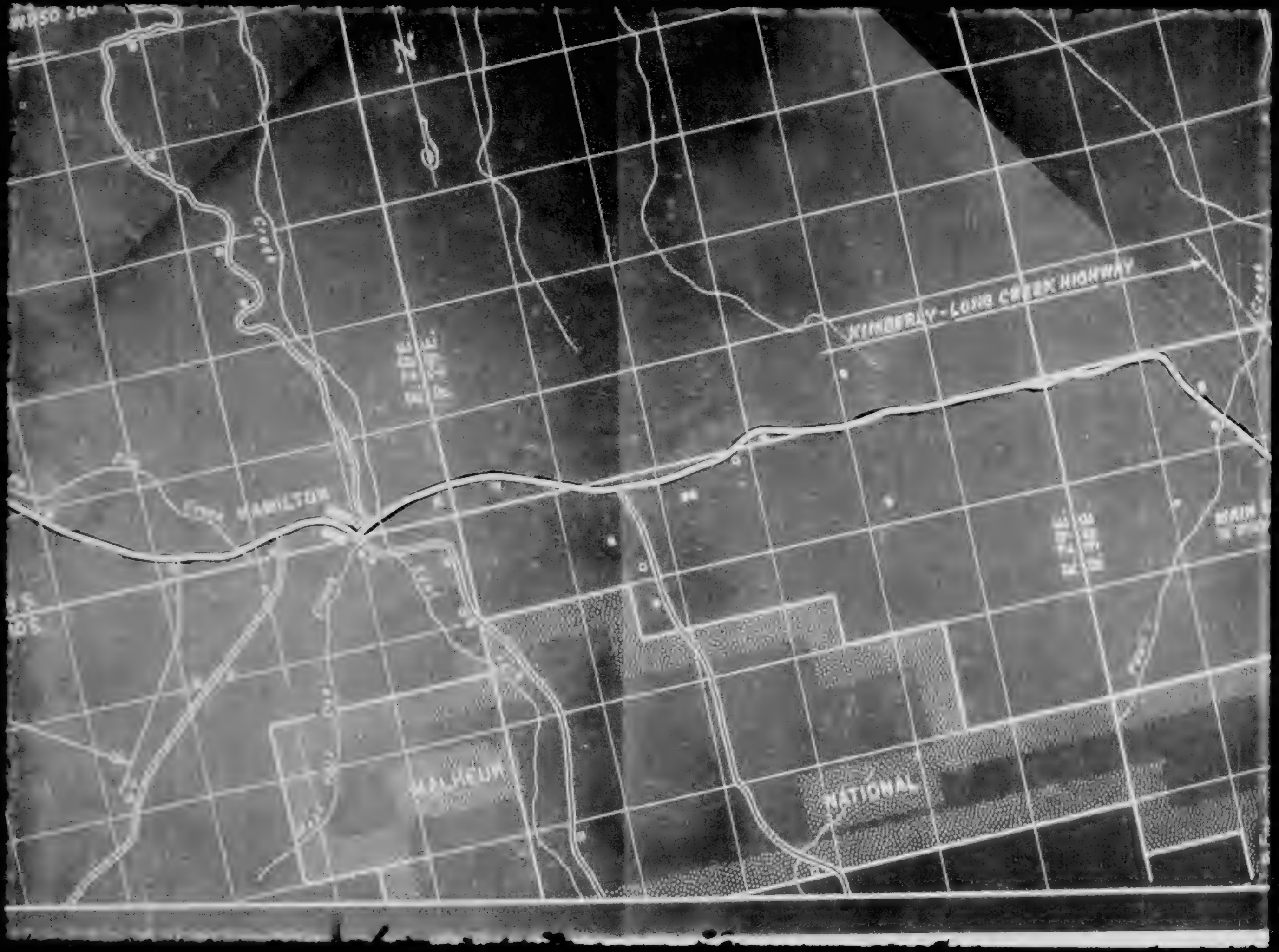
BRIDGE NO. 3
Steel Log Span
15' Roadway
15' Long

BRIDGE NO. 5
Steel Log Span
15' Roadway
15' Long

END OF PROJECT FAS 260
(REVISED)

To Gu lerna

PENDLETON - JOHN DAY HIGHWAY
(F A ROUTE 30)
LONG CREEK
MAIN ST.
LONG CR. COUNTY ROAD
R.30E.
R.31E.
T.10S.
T.11S.
BRIDGE NO. 3
BRIDGE NO. 4
BRIDGE NO. 5
END OF PROJECT FAS 260
(REVISED)
To Prairie City
To Go Here


N
KIMBERLY - LONG CREEK HIGHWAY
FORT HAMILTON
MALHEUR
NATIONAL

Map

G CR. SECTION

CREEK HIGHWAY

TY ROAD

UNTY

FAS 260 (REVISED)

Dec., 1947

T. 8 S.
T. 9 S.

FAS 62

BEGINNING OF PROJECT
(ORIGINAL)

END OF PROJECT
(ORIGINAL)

BEGINNING OF PROJECT FAS 260
(REVISED)

Not Included in Improved

MONUMENT - LONG CR. SECTION

KIMBERLY - LONG CREEK HIGHWAY

& LONG CR. COUNTY ROAD

GRANT COUNTY

PROJECT NO. NPS-FAS 260 (REVISED)

Scale, 1" = 1 Mi. Dec., 1947

T. 8 S.
T. 9 S.

Canyon

Creek

Dry

Dry

Dry

20-1052 Pleasant-Hill Overcrossing on 1948
Willamette Hwy.
#2995

RECEIVED
JAN 17 1950
FOR FILING

20-1052

2995

R & M Construction Co.
(Contractor)

Contract No. 2995 Est.No. 13-final

Warrant No. 365324 Date 1/3/50

Am't. $5,336.11

The above warrant in payment of FINAL ESTIMATE on above contract has been received and will be held by the Accounting Division until authority to release is received.

Accepted 1-8-49

Time Extensions ck to 9-30-49 #10 pending

Claims None outstanding

Remarks:

Date: 1-16-50

Release of the above warrant is hereby authorized.

Warrant mailed, (date) _____

RECEIVED
JAN 16 1950
FOR FILING

20-1052
2995

C 105 Miss Lewis

January 13, 1950

Butte Lumber Company

Lowell, Oregon

Contract 2995

Gentlemen:

We acknowledge with thanks your letter of January 11 advising that you have received payment in full of account from R & M Construction Company on January 11, 1950.

This appears to be in connection with the claim you filed with this office on November 25 in the amount of $972.31 for lumber furnished on the Pleasant Hill Overcrossing on the Willamette Highway in Lane County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:mk

NOTED ON CARD
L13-5093R

Salem, Oregon
January 12, 1950

Memorandum to M. H. Hawks

2995

We have received a letter dated January 11, 1950, signed by Mr. W. G. Younger of the Butte Lumber Company of Lowell, Oregon, advising "Regarding R & M Construction Co. we have received payment in full of account, from the above named contractor, having received their check today."

We are advised that a warrant is being held in your office pending satisfactory evidence that this claim has been satisfied. You may consider this letter as authority to release this warrant to Mr. Robison of the R and M Construction Company who will call for it in person this afternoon.

Secretary

FAQ:md

NOTED ON CARD
1-12-50 gR

BUTTE LUMBER COMPANY

MANUFACTURERS OF

WEST COAST FOREST PRODUCTS

LOWELL, OREGON

January 11, 1950

State Highway Commission
Salem, Oregon.

Attention: Mr. H.B. Glaisyer

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL, UNLESS OTHERWISE AGREED.
ALL QUOTATIONS AND SALES ARE SUBJECT TO WEST COAST LUMBERMEN'S ASSOCIATION TERMS AND CONDITIONS OF QUOTATION AND SALE.
QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Re: R & M Construction Co.

We have received payment in full of account, from the above named contractor, having received their check today.

Very truly yours,

By: W. G. Younger
W. G. Younger

RECEIVED
JAN 16 1950
FOR FILING

20-1052

2795

January 13, 1950

The Aetna Casualty & Surety Company
Portland Service Department
306 Yeon Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the Butte Lumber Company dated January 11, 1950, in which they advise as follows:

"Re: R & N Construction Co. We have received payment in full of account, from the above named contractor, having received their check today."

This appears to be in connection with a claim filed November 25 by Butte Lumber Company in the amount of $592.31 and of which you were advised on the same day. This claim was filed against the R & N Construction Company for lumber furnished on the Pleasant Hill Overcrossing of the Willamette Highway in Lane County.

This information is provided as the Aetna Casualty and Surety Company appears as surety on the bond executed in connection with Contract 2795.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FAQ:ml

Secretary

cc - Bates, Lively & Pearson
Yeon Building
Portland 4, Oregon

R & N Construction Company
P. O. Box 1673
Central Point, Oregon

NOTED ON CARD
1-13-50, gf

RECEIVED
JAN - 6 1950
FOR FILING

F. 1 of 5

20-1052

2995

January 5, 1950

REFERRED TO Secretary BY SECRETARY
Write on card

R. - M. Construction Co.
c/o John E. Robison
P. O. Box 1673
Central Point, Oregon

Gentlemen:

The State Highway Commission is now ready to release to you final payment in connection with your Contract No. 2995 for the construction of the Pleasant Hill Overcrossing on the Willamette Highway, Lane County, however, before doing so, we wish to inquire as to the status of the claim of Butte Lumber Company, in the amount of $592.31, which was filed with the Highway Commission on November 25, 1949. You previously have been informed of this claim.

We would like to know whether or not the claim has been paid, and if not, what your intentions are with respect to it. Upon receipt of satisfactory evidence that the claim has been taken care of, we will immediately release your warrant.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEC:ts

cc - Butte Lumber Company
Lowell, Oregon

Attention: Mr. Grube

Please advise this office immediately when your claim has been paid so we can release the warrant to the R. & M. Construction Company and clear our records.

NOTED ON CARD
1-9-50 ES

RECEIVED
FOR FILING

20-1252
2775

R.&M. Const. Co.
Bridal Veil, Oregon

Nov. 30, 1949

NOTED
H. B. GLAISYER

RECEIVED TO
FILE
BY SECRETARY
BY SECRETARY

NOTED
QUER.

Butte Lumber Co.
Lowell, Oregon

Gentlemen:

Today we receive d in the mail a letter from the Oregon State Highway Commission where you are inquiring to a bill of $592.31 for lumbe r that you supplied us on the Pleasant Hill over he ad crossing.

I was with great surprise that we received this letter for the following reasons.

The re is no doubt that we owe you the amount of $592.31. Around the first of Oct. I was in your office talking to one of the owners of Butte Lumber Co. in regards to this bill at this time I told him that we were leaving for Bridal Veil, Oregon on another job, and that the state had not paid us the final estimate on the job yet and we would pay you as soon as we received it or some other estimate that we have coming from the State of Oregon. He said at that time that they wasn't worring about the bill as they had done considerable business with us and was well satisfied with the way we had been taking care of our account. He also stated it wouldn't matter it it took 30,60, or even 90 days to receive an estimate from the state so we could settle this account.

As of to day the State of Oregon has on file in their office three (3) estimates that they owe us and we have not received check's for to the amount of $21,655.96, and a final payment on one other job. Also another estimate of around $12,000. that is here to go to the State of Oregon next week.

As soon as we ge t one of these estimates we will forward a check to you at once.

If this does not meet with your approval please let us know by return mail, and we will see what we can do in closing this bill as soon as possible.

R.&M. Construction Co.
John B Putnam
Bridal Veil, Oregon

RECEIVED
DEC 1 1949
OREGON
STATE HIGHWAY COMMISSION

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Building
Portland 4, Oregon

NOTED ON CARD
12-1-49

H.B.Glaisyer Sec.
Oregon State Highway Com. Salem, Oregon

RECEIVED
NOV 29 1949
FOR FILING

20-1052
2995

November 28, 1949

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

On November 23 we notified you of our intention to make final payment, in the amount of $4,472.30, to H. & H. Construction Co., covering the Pleasant Hill Overcrossing on the Willamette Highway in Lane County.

Please be advised that the revised final payment on this job will be $5,336.11, for immediate release, and the revised total contract amount is $58,469.83.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Building
Portland 4, Oregon

NOTED ON CARD
11-28-49 gl

RECEIVED
NOV 29 1949
FOR FILING
20-1052
2995

2995

November 25, 1949

Noble Lumber Company
Lowell, Oregon

Gentlemen:

This is to acknowledge your letter of November 15 concerning the status of final payment to R. and M. Construction Company on the overpass near Irwin Oregon. We believe that this is the overcrossing on the Pleasant Hill Section of the Willamette Highway in Lane County which is covered by our Contract No. 2995. This job was completed on September 30, 1949, and accepted by the Commission on November 8. Final payment is to be made on or after December 3, 1949.

We will advise the contractor and the surety of your claim. The Aetna Casualty and Surety Company provided the bond on this contract and their agent in this instance is Bates, Lively and Pearson, Bean Building, Portland 4.

The home address of the R. and M. Construction Company is listed in this office as Post Office Box 1673, Central Point, Oregon.

If you feel that it is necessary to protest your claim beyond a period of six months after the job is completed and accepted, we suggest that you file a claim with the Secretary of State. We are enclosing an excerpt from the Oregon Law outlining the procedure in preparing such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PAQ:md
Enc.

NOTED ON CARD
11-25-49 gl

BUTTE LUMBER COMPANY

MANUFACTURERS OF

WEST COAST FOREST PRODUCTS

LOWELL, OREGON

Nov 15 1949.

State Highway Dept.

Salem, Oregon.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL. UNLESS OTHERWISE AGREED. ALL QUOTATIONS AND SALES ARE SUBJECT TO WEST COAST LUMBERMEN'S ASSOCIATION TERMS AND CONDITIONS OF QUOTATION AND SALE. QUOTATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Gentlemen.,

If permissable would you please let us know if you have made final settlement with the R&M Construction Co, Trent Ore. They were the Contractors that built the Overpass on Highway #58 near Trent Ore.

Our Company furnished the Lumber used on this Job with a balance of $592.31 still due.

They informed us some time ago that just as soon as final settlement was made by you thay would settle with us.

We do not know their present address there for any information you might care to give us will be appreciated.

Respectfully Yours.,

Butte Lumber Co

By Raymond Grube

STATE HIGHWAY COMMISSION

REFERRED TO BY SECRETARY

NOTED ON CARD

11-25-49

RECEIVED
NOV 29 1949
FOR FILING

20-1052
2995

Mrs. Lewis

November 25, 1949

The Aetna Casualty and Surety Company
Portland Service Department
305 Yeon Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Butte Lumber Company of Lowell, Oregon, advising that the R. & M. Construction Company owe them $992.31 for lumber furnished in connection with construction of the overpass near Trent, Oregon. It appears that this may be in connection with our Contract 2995 with R. & M. Construction Company for the building of an overcrossing on the Pleasant Hill Section of the Willamette Highway in Lane County.

This information is provided as the Aetna Casualty and Surety Company appear as surety on the bond executed in connection with Contract 2995.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

cc - Bates, Lively and Pearson
Yeon Building
Portland 4, Oregon

R. and M. Construction Company
P. O. Box 1673
Central Point, Oregon

NOTED ON CARD
11-25-49

NOV 25 1949
FOR FILING

20-10 52

2995-

November 23, 1949

The Aetna Casualty & Surety Co.
Portland Service Dept.
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2995, covering the Pleasant Hill Overcrossing on the Willamette Highway in Lane County, has been completed by the contractor, R & H Construction Co., and that final payment in the amount of $4,472.30 will be made on or after December 3, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $67,786.02, and that no force account work was performed on the project. This contract was completed on September 30 and accepted by the Commission on November 8, 1949.

We are sending you this notice as you appear as the surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD
11-23-49 gl

RECEIVED
NOV 10 1949
FOR FILING

F11C

20-1052

2994

November 9, 1949

The District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Attention of Mr. O. L. Hoffman

Dear Sir:

Reference is made to your letter of May 27 consenting to an extension of time for the construction of the Pleasant Hill highway structure, for 107 days or up to and including September 15. All concrete had been placed and all form work removed by September 6, 1949. There was, however, some surface finish of the concrete and some painting of the steel handrail and cleaning up of the site, which had not been completed by September 15. All work was completed on September 30.

In connection with the road work on the adjacent section, we found it advisable to build a concrete stairway near the Pleasant Hill school, and since the bridge contractor on the Pleasant Hill job was immediately available, it seemed advisable to have him do the work. This work was carried on at the same time he was finishing up the Pleasant Hill overcrossing and delayed his finishing operations to some extent. Since all work on this project which would interfere in any way with the work being done by your railroad contractor was completed prior to September 15, and since other work which we had requested the bridge contractor to do delayed the completion of the structure, we are asking that you grant us another extension of our contract for this project, which extension is to and including September 30.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CSP:gm
cc C. S. Pawson

RECEIVED
NOV - 1 1949
FOR FILING

20-1052
2995

November 1, 1949

R. L. Coulter & Co.
Box 37
Baxter, Oregon

Attention: Ray C. Johnson
Bookkeeper

Dear Sir:

In your letter of October 28, 1949, you request the necessary forms for filing a claim against Oregon State Highway Bridge Contract No. 2995. This is the Pleasant Hill overcrossing structure which is being built by R. & M. Construction Company.

The Highway Commission has no special forms for the filing of claims, other than the form suggested in the law covering the filing of claims against public work. I enclose excerpts from the law for your information, and I refer you to the bottom of the first page and the top of the second page. The claim, of course, should be filed with the Secretary of State. We would appreciate a copy of the same for the Highway Commission's records and files.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MEG:te
Enc.

PHONE CAPITOL 4408

K. L. GOULTER & CO.

GENERAL CONTRACTORS

MAIN OFFICE - 2004 EAST LYNN ST.

SEATTLE 2, WASHINGTON

ADDRESS ALL COMMUNICATIONS REGARDING MATTERS HEREIN MENTIONED TO:

Box 37 - Dexter, Oregon

October 28,1949

State Highway Commission
Salem, Oregon

Gentlemen:

Please send us the neccessary forms for filing a Claim against your Oregon State Highway Bridge No. 7110, Contract No. 2995, Prefix No. 20-1052.

Very truly yours,

K.L.Goulter & Co.

By Roy L. Johnson
Bookkeeper

CC- R & M Construction Co.
Trent, Oregon

ANSWERED

RECEIVED
OCT 31 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 15 1949
FOR FILING

20-1052

2995

August 12, 1949

R. & M. Construction Co.
P. O. Box 1673
Central Point
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 1, 1949, had under discussion your request for an extension of time of 61 days, from July 31 to September 30, 1949, within which to complete your contract No. 2995 covering the Pleasant Hill Overcrossing on the Willamette Highway in Lane County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl

cc: K. D. Lytle,
Division Engineer

W. A. Reeves

NOTED ON CARD

8-12-49 gR

RECEIVED
FOR FILING
20-1052
2995

July 24, 1945

Oregon State Highway Commission

Report for Information of Item No. 12
August 1 and 2, 1945 Meeting

Gentlemen:

Re: Pleasant Hill Overcrossing
S. & H. Construction Company, Contractors
Contract No. 2995

Herewith application for an extension of time of 60 days in which to complete the Pleasant Hill overcrossing of the relocated Southern Pacific tracks in Lane County by our Willamette Highway.

The contract for this project was let on March 15, 1945, with a specified completion date of October 31, 1945. The U. S. Engineers, however, had let a contract for the grading of the railroad underneath the structure and, due to weather conditions, they were delayed in completing this grading so that work on the overcrossing structure did not start until September 4, 1945. This did not allow completion of the structure during the 1945 construction season. The contract was previously extended to July 31, 1945, and all of the concrete will have been placed by that time. Additional time is necessary for finishing of concrete surfaces and cleaning up the site.

No delay has been encountered the completion of the highway by this time extension, and it is recommended that the extension from July 31 to September 30 be granted without penalty to the contractors.

This is a State Project and the concurrence of the Bureau of Public Roads is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
JUL 6 1949
FOR FILING

21-1052

2995

July 5, 1949

R. & M. Construction Co.
P. O. Box 1673
Central Point, Oregon

Gentlemen:

The State Highway Commission, at its meeting on June 28, 1949, had under discussion your request for an extension of time of 60 days, from May 31 to July 30, 1949, within which to complete your contract No. 2995, for construction of the Pleasant Hill Overcrossing on the Willamette Highway, in Lane County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc - Mr. V. A. Reeves
Mr. E. D. Lyble

NOTED ON CARD
7-1-49
SL

RECEIVED
JUN 3 1946
FOR FILING

20-1052

2975

[redacted]

[redacted]

Request for extension of time
No. 2
June 27 and 28 meeting

[redacted]

Re: Pleasant Hill Overcrossing on Relocated
Willamette Highway in Lane County
H. S. M. Construction Company, Contractor
Contract No. 2975

Herewith copy of contractor's request for an extension of time to and including July 30, 1946 for the completion of the overcrossing of the new line of the Southern Pacific Railroad Company by the realined line of the Willamette Highway, on the project which comprises both the railroad and the highway around the Davidson Bar.

When this contract was awarded, we were advised by the R. R. Engineers that their guarding contractor would have the railroad construction completed by May 1, 1946. This construction work was not completed until August 15, 1946, and our contractor was delayed in starting his work.

Neither the railroad nor highway are in use at the present time, and the extension requested will not cause any loss to the State. In view of these facts, it is recommended that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSPsgm

RECEIVED
DEC 31 1948
FOR FILING

20-105.2
2993

December 31, 1948

M. & M. Construction Co.
P. O. Box 1673
Central Point
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1948, had under discussion your request for an extension of time of 212 days, from October 31, 1948 to May 31, 1949, within which to complete your contract No. [redacted], covering the Pleasant Hill Overcrossing on the Willamette Highway, in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc

cc: K. D. Lytle,
Division Engineer

H. A. Reeves

NOTED ON CARD
12-31-48

RECEIVED
DEC 10 1948
FOR FILING
20-1052
2993

December 8, 1948

Request for extension of time
No. 5
December 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Time Extension on Piacenza Hill
Overcrossing in Lane County,
Contract No. 1925

Herewith copy of a request for extension of time on the Piacenza Hill Overcrossing Project in Lane County, H. G. H. Construction Company, contractor. The contractor has requested an extension to and including June 30, 1949.

Our contract with the Federal Government provides that the work on this project be completed prior to May 31, 1949. At the time this contract was drawn, the Federal Government advised that they anticipated completion of the railroad cut underneath the structure by May 31, 1948. Unexpected ground water conditions were encountered, and the excavation was not completed until August 16, 1948, thereby occasioning a delay of 107 days to our contractor.

In view of these circumstances, we are recommending that the extension to and including May 31, 1949 be granted without penalty to the contractor. The Public Roads Administration are not concerned with this project and their concurrence is not needed.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

cc R. H. Gleinyer
R. H. Baldock
W. C. Williams
O. S. Pumpen
W. A. Reeves

RECEIVED
DEC 9 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP,
KLAMATH FALLS
BEN. R. CHANDLER,
COOS BAY

20-1052

2975

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 8, 1948

R. & M. Construction Company
P. O. Box 1673
Central Point, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Your request for an extension of time to complete the Pleasant Hill Overcrossing is being recommended for favorable consideration by the Highway Commission; however, the date of the extension is being made to and including May 31, 1949 rather than June 30, 1949, as requested.

Our contract with the Federal Government provides that this work be complete by May 31, 1949, and we see no reason why this completion date should not be met. Our records show that the railroad contractor completed his work on August 15, which amounts to a total delay of 107 days. During this period, however, considerable work could have been done on the end bents of the structure, and it would seem that the extension to and including May 31, 1949 is ample to compensate for any delay occasioned. We must insist that you so organize your work that this completion date can be met.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc W. C. Williams
K. D. Lytle
L. R. Allen

RECEIVED
NOV - 5 1948
FOR FILING

20-1052

2993

845W.

November 3, 1948

The District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to your letter of October 26 concerning the slow progress on the overcrossing of the Southern Pacific Company lines near Fleasant Hill in Lane County.

When we executed this contract, it was anticipated that the railroad excavation would be completed so that construction by our contractor could start on May 1, and the contractor was so advised in the specifications. The work on the railroad, however, was not completed to a point where the contractor could start work until about the middle of August. This would, without question, entitle the contractor to an extension of time of approximately 3½ months.

This contractor has been engaged on other work, and we have had considerable difficulty in getting him to expedite his work. We are in contact with him and hope to get things moving shortly.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

ASSIGNMENT No. 816

DESCRIPTION: Letter of October 26, 1948 from O. E. Walsh, Dept. of the Army, re Contract No. W35-026-eng-3794 for design and construction of highway overpass near S.P. Co's RR relocation

DATE: 10-26-48 ASSIGNED TO: Fenson — Sta. 1014/61.

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☒ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☒ What about all the delay caused us by the Government's contractor?

REPORT RECEIVED: 11-4-48 E

REMARKS:

RECEIVED
NOV - 8 1948
FOR FILING
ADDRESS REPLY TO THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKC
NO.

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

October 26, 1948.

State Highway Commission,
State of Oregon,
Salem, Oregon.

Gentlemen:

Reference is made to your Contract No. W35-026-eng-3794 for the design and construction of a highway overpass near the Southern Pacific Company's railroad relocation Station 1011+61.

A recent inspection of the construction of this structure showed only a limited amount of footing excavation had been completed, and that the only equipment at the site consisted of one air compressor.

Inasmuch as the adjacent railroad grade cannot be completed until such time as the overpass structure is essentially completed, information is requested as to the proposed progress schedule of your subcontractor. It is further requested that this construction be expedited and that the work be completed at least by the contract completion date of May 31, 1949.

Very truly yours,

O. E. Walsh,
Colonel, Corps of Engineers,
District Engineer.

NOTED

RECEIVED
OCT 29 1948
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
OCT 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 8 1948
GEO. DANFIELD, CHAIRMAN
PORTLAND

A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

30-1052
2995

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF C. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 3, 1948

B. & M. Construction Company
P. O. Box 1673
Central Point, Oregon

Gentlemen:

Please advise why more progress is not being made on your work at the Pleasant Hill Overcrossing, our Contract No. 2995. The excavation for the railroad grade was completed in August, and we see no reason why your work on the overcrossing should not be well advanced by this time. Your completion date under the contract for this work was October 31, but since a 3½-month delay was occasioned by reason of the railroad excavation, you would naturally be entitled to this much extension. We must insist that you immediately take steps to expedite this project.

Very truly yours,

C. S. Paxson
Bridge Engineer

OSP CM
cc H. D. Lytle
W. C. Williams
L. R. Allen

RECEIVED
JUN 7 1948
FOR FILING
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
20-1052
63-NPPRU
REFER TO FILE
NO.
#2955

WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 PITTOCK BLOCK
PORTLAND, OREGON

June 4, 1948

NPP 611 Lookout Point
Highways

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Information from our field office indicates that grading operations cannot be started on the relocated Southern Pacific Railroad right-of-way around Meridian Dam project in the vicinity of your Pleasant Hill Highway No. 58 overcrossing until embankment foundations for the roadbed have dried sufficiently to permit the placing of embankment materials. This will postpone the anticipated date of June 15, on which you were advised in our letter of May 14, 1948, that your contractor could probably begin work.

The initiation of work on the part of the railroad right-of-way grading contractor will be kept under close observation and you will be advised at least two weeks in advance of the time your contractor can start work.

For the District Engineer:

Very truly yours,

O. L. Hoffman,
District Real Estate Officer.

NOTED
W. C. WILLIAMS

RECEIVED
JUN 7 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 17 1948
FOR FILING
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

20 405.2

4

WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 Pittock Block
PORTLAND, OREGON

63-NPPRU

REFER TO FILE
NO. NPP 611 Lookout Pt.
(Meridian Site)
Highways

May 14, 1948.

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Reference is made to our letter of April 16, 1948, in which June 1, 1948, was given as the probable date on which grading would be sufficiently advanced to permit initial work by your contractor for the Pleasant Hill overpass structure near Southern Pacific Company's railroad relocation station 1011+61.

The continuation of unfavorable weather has delayed starting of grading operations by K. L. Goulter and Company who now plan to start grading on May 17th.

The contractor estimates that with good working conditions grading will be advanced sufficiently by June 15, 1948, for your contractor to start work on the overpass structure. However, allowing for a few days of inclement weather, we suggest advisability of your contractor starting work about July 1, 1948.

For the District Engineer:

Very truly yours,

NOTED
W. C. WILLIAMS

O. L. Hoffman,
District Real Estate Officer.

REFERRED TO
Williams
by Chief Engineer
Adams
Parsons

FOR VICTORY
BUY UNITED STATES WAR BONDS AND STAMPS

RECEIVED
MAY 17 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 11 1947
FOR FILING

20-105 2

#2995

April 9, 1947

The District Engineer
Bur Department
620 Pittock Block
Portland 5, Oregon

Dear Sir:

Attached are two prints of a vicinity map showing the site of the proposed construction of the relocated Southern Pacific railroad by the relocated Willamette Highway at a point west of Florence Hill in Lane County. A conference was held yesterday with Mr. Hoffman of your office concerning this matter. There are, however, some points concerning which we would appreciate formal confirmation from your office.

We assume that, since this grade separation is more necessary by the relocation of the railroad, the cost of the separation will be considered as a part of the railroad relocation project and that no costs will be assessed against the State and our actual expenses in the preparation of designs and the supervision of construction work will be reimbursed from your project funds. It is our understanding that you wish the State to design, place under contract, and supervise construction of this project. There is also the matter of a permit from the Oregon Public Utilities Commissioner for the separation, which permit is necessary under the State law. If we are to handle the design and construction, I presume that this office should also make the application for the Public Utilities Commissioner permit.

As are now ready to place the grading and surfacing of the Willamette Highway under contract, and would like your earliest consideration of this matter so that our highway work will not be unduly delayed.

Very truly yours,

R. H. Baldock
State Highway Engineer

HHP:EK
cc: C. H. Purdom
Attached

RECEIVED
APR 9 1948
FOR FILING

20-1052

April 8, 1948

R. & M. Construction Co.
P. O. Box 1673
Central Point
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2995, which was awarded to you on March 15, 1948 by the State Highway Commission, covering the Pleasant Hill Overcrossing on the Willamette Highway, in Lane County. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 31 1948
FOR FILING
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

22-1052

F-2994

WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 PITTOCK BLOCK
PORTLAND, OREGON

63-NPPRU

REFER TO FILE NO.

March 22, 1948.

NPP 611 Lookout Pt.
(Meridian Site) Roads

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of March 17, 1948, which transmitted the tabulation of bids for construction of the Pleasant Hill overcrossings of the Southern Pacific Company's relocated railroad right-of-way at railroad station 1011+60.

In accordance with Article 3 of Contract W35-026-eng-3794, your award of this sub-contract to R. & M. Construction Company, who submitted the low bid of $72,110, is approved. The approval confirms the telephone concurrence of Mr. Hoffman on March 15, 1948.

Very truly yours,

O. E. Walsh,
Colonel, Corps of Engineers,
District Engineer.

NOTED
W. C. WILLIAMS

RECEIVED
MAR 26 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 24 1948
F. A. FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN, PORTLAND
A. W. SCHAUPP, MEMBER, KLAMATH FALLS
BEN. R. CHANDLER, MEMBER, COOS BAY

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK, STATE HIGHWAY ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

20-1052
2995

March 22, 1948

Adm
U.S. Grant
Wash Dept

The District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Under separate cover I am sending you two copies of the completed contract between the R. & M. Construction Company, contractor, and the State Highway Commission covering the construction of the Pleasant Hill overcrossing of the relocated Southern Pacific Company tracks in Lane County.

This contract was awarded in conformance with approval given by your Mr. Hoffman over the telephone, and for our records, we would appreciate a letter officially approving the contract as submitted.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP CM
cc W. C. Williams

RECEIVED
MAY 24 1948
FOR FILING

2795

20-105-2

March 16, 1948

R & H Construction Co.
Central Point
Oregon

Gentlemen:

Confirming my telegram to you of yesterday, the State Highway Commission yesterday awarded to you the contract for the Pleasant Hill Overcrossing Structure on the Willamette Highway, in Lane County. This award was based on your low bid of $78,110.00 submitted on March 12, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Mr. G. S. Pearson
Goldie Lewis

Mr. L. H. White, Asst. Gen.
Industrial Accident Commission
Building

Files

Amount of $

DESIRED
CABLE
ORDINARY
DAY LETTER
URGENT RATE
SERIAL
DEFERRED
NIGHT LETTER
NIGHT LETTER

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1906

CHECK

ACCOUNTING INFORMATION

TIME FILED

JOSEPH L. EGAN
PRESIDENT

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
March 15, 1948
5:00 p.m.

R & R Construction Company
Central Point
Oregon

State Highway Commission awarded you today contract for Pleasant Hill Overcrossing structure on Willamette Highway, Lane County, based on your low bid submitted March 12, 1948. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Charge

RECEIVED
MAR 10 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

20-1052

2995

Salem, Oregon
March 8, 1948

SUBJECT: L 1512

To: Mr. W. C. Williams
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. K. D. Lytle

L

INDEXED
W. C. WILLIAMS

Gentlemen:

Herewith I hand you copy of P. U. C. Order No. 19486 in the matter of the application of State of Oregon, by and through its State Highway Commission for and on behalf of the Corps of Engineers, War Department, Portland District, for authority to cross under the right of way of the Willamette Highway approximately three miles east of the community of Pleasant Hill in Lane County, Oregon, P. U. C. File No. F-2199.

Yours very truly,

J. M. DEVERS

By J. W. De Souza
J. W. DE SOUZA
Assistant Counsel

JWD:avh
Encl.

P.U.C. OREGON ORDER NO. 19486

BEFORE THE PUBLIC UTILITIES COMMISSIONER OF OREGON

In the matter of the application of the State of Oregon, by and through its State Highway Commission, for and on behalf of the Corps of Engineers, War Department, Portland District, for authority to cross under the right of way and highway of the State of Oregon on the Willamette Highway approximately three miles east of the community of Pleasant Hill in Lane County, located in Section 1, Township 19 South, Range 2 West, W. M.

F-2199

RECEIVED
MAR 4 - 1948
LEGAL DEPT.

Pursuant to statutory notice, the above entitled matter came on for hearing on Tuesday, February 24, 1948, at 1:30 P.M., in the Lane County Court House, Eugene, Oregon, before David Don, Chief Engineer, sitting as Examiner for the Commissioner.

The following appearances are of record herein:

Alfred H. Corbett, Attorney, Portland, Oregon
In behalf of Southern Pacific Company

C. H. Heinke, Senior Engineer, Portland, Oregon
In behalf of Corps of Engineers

J. W. DeSouza, Assistant Counsel, Salem, Oregon
Geo. W. Neuner, Assistant Counsel, Salem, Oregon
P. A. Chase, Designing Engineer, Salem, Oregon
Hollis W. Libby, Engineer, Salem, Oregon
F. B. Crandall, Traffic Engineer, Salem, Oregon
In behalf of Oregon State Highway Commission

Whereupon evidence was introduced, the hearing concluded, and the matter submitted for determination. After due consideration of the record, evidence, and the law in the matter, and investigation in the field by his Engineering Department, the Commissioner makes and enters the following findings, conclusions, and order, to-wit:

F I N D I N G S

That the application in behalf of the Corps of Engineers, War Department, Portland District, was received in the Commissioner's office on January 2, 1948, requesting authority to construct the relocated Southern Pacific Company's tracks under the Willamette Highway now being constructed between Pleasant Hill and Lost Creek, at a point approximately three miles east of the community of Pleasant Hill, in Lane County, Oregon.

That the Army proposes to construct a dam across the Middle Fork of the Willamette River some distance east of the site of the proposed overcrossing, and that the construction of the dam will necessitate a line revision of Southern Pacific Company's main line tracks, and it will be necessary to cross under this section of the highway as a measure of safety to both the railroad and highway traffic.

That the anticipated daily average volume of highway traffic to be carried on the proposed grade separation structure will be in excess of 2,000 vehicles per day, with an anticipated daily volume of train movements of approximately 25 trains per day.

That the highway grade approaching the crossing from the west will be an ascending gradient of 0.8%, and that the highway grade approaching from the east will be an ascending gradient of 2.46%, with the gradients connected by a vertical curve 2200 feet in length.

That the construction of the overpass and appurtenances will be in accordance with separate agreements between the Corps of Engineers, War Department, Portland District, and the State of Oregon by and through its State Highway Commission.

That after completion of the structure Oregon State Highway Commission should maintain the overcrossing structure, including the piers, abutments, deck, and roadway surface; and the roadbed, ballast, tracks, and other railroad facilities and appurtenances should be maintained by Southern Pacific Company in accordance with a separate agreement between the Corps of Engineers, War Department, Portland District, and the Southern Pacific Company.

That the Corps of Engineers, War Department, Portland District, should reimburse the State of Oregon for all its expense in connection with the construction of the structure, including the cost of making the design for the structure, preparing the specifications for the project, awarding the contract, supervising the construction, and such other incidentals as are properly chargeable to the construction of the project.

C O N C L U S I O N S

1. That because of the volume of both rail and vehicular traffic at the crossing site when the construction of Southern Pacific Company's main line has been completed, a grade separation at this point is in the interests of public safety, and the application therefor should be granted.

2. That the construction of the overpass, its future maintenance and the division of costs should be done in accordance with separate agreements between the Corps of Engineers, War Department, Portland District, and Oregon State Highway Commission and Southern Pacific Company.

Based on the foregoing findings of fact and conclusions, the Commissioner enters the following

O R D E R

IT IS ORDERED that the application of the State of Oregon, by and through its State Highway Commission, for and on behalf of the Corps of Engineers, War Department, Portland District, for authority to cross under the right of way and highway of the State of Oregon on the relocated Willamette Highway, approximately three miles East of the Community of Pleasant Hill, in Lane County, Oregon, located in Section 1, Township 19 South, Range 2 West, Willamette Meridian, be and the same is hereby granted.

IT IS FURTHER ORDERED that the construction of the overpass shall be done in a good and workmanlike manner, in substantial conformity with Revised Droawings 8882 and 8769, submitted as amendments to the petition, and by this reference made a part hereof.

IT IS FURTHER ORDERED that the construction of the overcrossing shall be done by the State of Oregon and the Corps of Engineers, War Department, Portland District, in accordance with separate agreements between the parties in interest.

IT IS FURTHER ORDERED that the costs of the construction of the overpass shall be at the expense of the Corps of Engineers, War Department, Portland District, and that the State of Oregon shall be reimbursed for all its expense in connection with the construction of the structure in accordance with separate agreements between the parties in interest.

IT IS FURTHER ORDERED that, upon completion of the structure, the State of Oregon, by and through its State Highway Commission, shall maintain the overcrossing structure over the railroad, including the piers, abutments, deck, and roadway surface, and that Southern Pacific Company shall maintain its railroad roadbed, ballast, tracks, and other railroad facilities and appurtenances, in accordance with separate agreements between the parties in interest.

IT IS FURTHER ORDERED that, in the event there is any impairment of the clearances as authorized by Commissioner's Order No. 99 during the construction of the project, proper application shall be made to the Commissioner for authority to maintain such clearances.

IT IS FURTHER ORDERED that copies of specifications and agreements pertaining to the construction of the overcrossing shall be filed with the Commissioner by Oregon State Highway Commission.

IT IS FURTHER ORDERED that, upon completion of the overpass, there shall be assigned thereto the designation CF-608.9-A for purposes of identification in the Commissioner's Catalog of the Crossings of the State of Oregon, and such designation shall be placed on the structure in the customary manner by Oregon State Highway Commission.

Dated at Salem, Oregon, this third day of March, 1948.

GEO. H. FLAGG

Public Utilities Commissioner

ATTEST:

MARJORIE K. SHAFFER

Secretary

(OFFICIAL SEAL)

RECEIVED
MAR 4 1948
FOR FILING

20-1052
#2995

Route Referenced To
Adm
Y.L. Unit
Fwd Dept

March 3, 1948

Pleasant Hill Overcrossing

Mr. O. L. Hoffman,
District Real Estate Officer,
War Department,
628 Pittock Block,
Portland, Oregon.

Your file 63-NPPRE

Dear Sir:

My attention has been called to your letter addressed to Mr. Baldock under date of March 1, 1948, relative to contract No. W-35-026-eng-3794 with the Oregon State Highway Commission for design and construction of highway overpass on relocated Highway No. 58 over relocated Southern Pacific Company, Cascade Line, Railroad at railroad station 1014+60, Lookout Point Dam (Meridian Site) project.

We have submitted this letter to our Counsel and he advises that the change you suggest is agreeable to the Highway Commission; namely, that you change the word "same" in the third line of Article 11 to the word "work". The above suggested change has the approval of the Commission.

As requested in your letter of March first this letter is written and signed in triplicate.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW
JMD

cc R. H. Baldock
G. S. Paxton

20-1052
4.2995-

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
[illegible] Pittock Block
PORTLAND, OREGON

63-NPPRU

REFER TO FILE
NO.

March 1, 1948.

Mr. R. H. Baldock,
State Highway Engineer,
State Office Building,
Salem, Oregon.

Dear Sir:

Contract W-35-026-eng-3794 with Oregon State Highway Commission for design and construction of highway overpass on relocated highway No. 58 over relocated Southern Pacific Company, Cascade Line, Railroad at railroad station 1014/60, Lookout Point Dam (Meridian Site) project has been returned from the Chief of Engineers with his written approval.

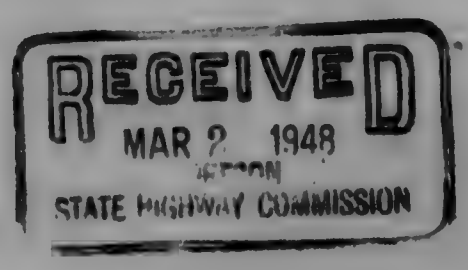
However, before distribution can be accomplished, it will be necessary to secure your written permission to change the word "same" in the third line of Article 11 to the word "work". In a telephone conversation with your office recently, Mr. W. C. Williams, Asst. Highway Engineer, stated that the change was satisfactory to the Commission and a letter to that effect would be furnished if required. It now appears that higher authority requires such a letter to the effect that the change is satisfactory to the Highway Commission. The letter should be signed by the Secretary of the Commission. Three signed copies are required.

Upon receipt of this letter your copy of the fully executed contract will be forwarded to you.

For the District Engineer:

Very truly yours,

O. L. Hoffman,
District Real Estate Officer.



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FEB 17
ENGINEERING

20-1052

#2995

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1948

Copy forwarded to
Adm.
U. S. Engr.
War Dept.

SUBJECT: L 1512

To: Mr. W. C. Williams
Mr. H. G. Smith
Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. K. D. Lytle

L

Gentlemen:

Notice has been received that the matter of the application of the State of Oregon, by and through its State Highway Commission, for and on behalf of the Corps of Engineers, War Department, Portland District, for authority to cross under the right of way and highway of the State of Oregon on the Willamette Highway approximately three miles east of the community of Pleasant Hill in Lane County has been set for hearing on Tuesday, February 24, 1948, at 1:30 P. M. in the Lane County Court House in Eugene.

I think it would be desirable if either Mr. Williams or Mr. Smith could be present to testify regarding general highway matters, Mr. Paxson to testify regarding the proposed structure, and Mr. Crandall to testify regarding traffic matters.

Yours very truly,

J. M. DEVERS

By J. W. De Souza avh

J. W. DE SOUZA
Assistant Counsel

NOTED
W. C. WILLIAMS

JWD:avh
cc - G. W. Neuner

RECEIVED
JAN 22 19[illegible]
FOR FILING

90-105-2

F 2795

January 20, 1948

Plan Interested is
Adm
U.S. Dock
Hardship

District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Attention of Mr. F. L. Davis

Gentlemen:

Re: Pleasant Hill Overcrossing of Relocated Southern Pacific tracks in Lane County

Reference is made to the proposed form of contract under which the State of Oregon is to undertake the construction of a viaduct carrying the Willamette Highway across the relocated Southern Pacific Company tracks in Lane County. We have studied this form of contract carefully and feel that the following changes should be made in the form as submitted:

1. On page 2 of the contract, in the first line of subsection (1) under Section (a) of Article 1, following the words "highway overpass" add the words "and necessary by-pass."

2. In the paragraph in the middle of page 2, which is item number (1) of the work to be done by the government, add the words "and provide roadbed for by-pass" following the words "necessary to the completion of the railroad."

3. In the tenth line of Article 3 on page 3, following the words "be included in the cost of the work" insert the following sentence: "It is understood that the contractor may subcontract part or all of the work covered by this agreement subsequent to advertisement and award to the lowest responsible bidder and that reimbursement by the government to the contractor shall include the actual amounts paid said subcontractor by the contractor as well as other costs directly incurred by the contractor."

4. Insert the words "One Hundred Fifty Thousand Dollars" in the blank space left for the total estimated cost in Article 3 on page 3.

5. Delete Section (b) of Article 6 on page 3.

6. In Article 11 on page 4, following the words "The contractor will commence" add the words "the plans for." Insert the word "five" in the blank space left in the second line in Article 11, and the words "May 31, 1949" in the blank space left in the fourth line of Article 11.

7. In the fifth line of Article 13 on page 5, following the words "by reason of such termination" insert the words "including any loss suffered by the contractor's subcontractor."

With the above outlined modifications, I will be glad to submit the contract to the Highway Commission with recommendation for its approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:EM
CC S. S. Parman

FORM E-208X 15M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

W. C. Williams

Salem, Oregon
January 19, 1948

SUBJECT:

To: Mr. S. S. Paxson,

Office.

RECEIVED
W. C. WILLIAMS

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Dear Sir:

I have, as requested, examined the proposed form of agreement covering the subject "Design and construction of a highway overpass over Southern Pacific Company Railroad Relocation at Railroad Station 1014+59 and relocated Willamette Highway No. 58 Station 489+61", and make the following observations:

1. As the contract is drawn the State of Oregon, acting by its Highway Commission, is a contractor acting under and for the Federal Government.

2. As such contractor the State assumes specific obligations and undertakes to do certain things to the satisfaction of the Government and for a certain compensation.

3. Expressed in general terms the State undertakes to:

"Furnish all services, labor, materials, tools and equipment necessary to:

"(1) Design and construct a highway overpass and necessary bypass over Southern Pacific Company Cascade Line Railroad Relocation approximately at intersection of railroad station 1014+59 and relocated Willamette Highway No. 58 at highway station 489+61.

"(2) Grant an easement across the state highway right of way 150 feet in width, being 75 feet in width on each side of and perpendicular to the railroad center line, this easement to be granted under the following conditions: (a) The use by the railroad company is not to interfere with the use by the State for highway purposes. (b) The rights granted under this easement shall revert to the State if for any reason the use for railroad purposes ceases."

L

with the exception of things which are to be done or furnished by the Government.

The contract states the things which the Government is to do or furnish which are quite limited.

4. Among things to be done by the State in addition to those stated above are :

(a) Prepare the plans and design for the overpass, plus such supplemental plans and specifications as may be required.

(b) Procure all necessary permits and licenses and conform to all rules and regulations of the United States.

(c) Make all necessary surveys and prepare all drawings and other engineering papers and drawings.

(d) Provide necessary rights of way and easements.

5. When everything has been done to the satisfaction of the Government, the Government will reimburse the State for the cost without profit upon submission of properly verified invoices approved by the Government's contracting officer. But in no event will the State be reimbursed in any sum in excess of $ 125,000.

6. During and following construction the State is made responsible for all materials involved in the project.

7. The State must hold harmless the Government, its officers, agents and employes.

8. The State must commence the work within 5 days and complete it by December 31, 1948. The contract does not say "within 5 days" from what date. If the State, as I assume it will, will do the work by contract it can't commence "within 5 days" from any date or event.

9. Article 12, page 4, imposes on the State a severe penalty for any failure or default, which provision could easily become troublesome and expensive.

10. Article 13 gives the Government power to terminate the contract before completion. That reservation if exercised could well cause controversy between the State and its contractor.

Mr. G. S. Paxson January 19, 1948

11. While the contract contains several provisions which are severe and could, as I have said, prove troublesome and expensive to the State, the limit of reimbursement I think is the worst. Unless there is a 25% or greater cushion in the $125,000 limit the State might easily find itself "holding the bag" for $25,000 or $50,000. We know that with respect to many of our own contracts we are called on to increase our original estimates and besides there are unforeseen contingencies which may impose legitimate costs and thus exceed the $125,000 limit.

12. This job has been forced on the State by reason of the Government's own project and does not seem right to me that the State should be required to take the risk of meeting legitimate costs.

13. The State is not obligated to become the Government's contractor. If it does assume such relationship it is, I believe, in a spirit of cooperation and if done in that spirit hazards and risks should not be imposed by the Government. The proposed form of agreement is one used when a private party is the contractor. It need not be the form where a State is the contractor.

I don't like to be the one to delay this project, but I think the State, if it executes the contract as drawn, could find itself, if the job cost more than $125,000, in a position of using highway funds to meet an obligation which in fact is not a State obligation.

Yours very truly,

J. M. DEVERS

JMD:PW

cc W. C. Williams

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JAN 19 1948
FOR FILING

20-1052

#3995-

Salem, Oregon
1-16-48

Mr. G. S. Paxson

The estimated cost of constructing a bypass of the grade crossing separation for the Southern Pacific Company's relocation three miles east of Pleasant Hill is $6,000.

The actual cost of the work I have computed to be $5,300, to which I have added approximately 15% to arrive at the $6,000 total.

I will not be in the office the first part of next week so I will appreciate your calling either Mr. Davis or Mr. Heinke of the Army Engineers relative to our acceptance of their contract. Mr. Devers will not return to the office today so it will be necessary that he pass on the form of agreement Monday. I attach hereto my copy of the agreement form with the request that you hand the same to Mr. Devers for his study Monday morning. You will note the penciled additions in reference to the bypass as indicated on page 2 of the agreement. If you have any other matters in doubt, please check them with Mr. Devers.

If Mr. Devers approves the contract form you may transmit to the Army Engineers by telephone, the overall estimate-of-cost figure after the estimated amount is approved by Mr. Baldock.

When you call the Army Engineers you will call either Mr. F. L. Davis or Mr. C. H. Heinke at Broadway 0621, Ext. 58.

W. C. Williams

WCW/da
Encl.

cc - R. H. Baldock

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JAN 26 1948
FOR FILING

20-105-2
F. 2995

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1948

SUBJECT: Pleasant Hill Overcrossing of Willamette Highway in Lane County (Br. No. 7110)

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

RECEIVED
State Highway Engineer

Dear Sir:

Our estimate for the structural cost of the Pleasant Hill Overcrossing of the new Southern Pacific line is net $74,100. Adding 10 per cent for contingencies and 10 per cent for engineering makes a total estimated cost of $90,000. Mr. Williams gave me an estimate of $6,000 for surfacing the detour roadway, or a total estimated cost of $96,000 for the project. In order to be entirely safe, I propose to give the Army Engineers a maximum figure of $125,000 for this project.

Mr. Williams has turned this over to me and as soon as I get the approval of Mr. Devers on the general form of the agreement, I will phone the Army Engineers that approval and the total cost figure.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

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FOR FILING
20-1052
2995

December 16, 1947

Colonel O. E. Walsh
District Engineer
War Department
628 Pittock Block
Portland 5, Oregon

Copies referred to
Adms
U.S. Gait
Rowlett

Dear Sir:

Before applying to the Public Utilities Commissioner for the grade separation between our revised Willamette Highway and the relocated tracks of the Southern Pacific Company about three miles east of Pleasant Hill in Lane County, our Legal Department feels that we should have a written contract with you setting forth the details of our verbal agreements concerning the construction of this crossing which are as follows:

The U. S. Government, through the U. S. Engineers Department is to do the following things:

1. Make the cut for the railroad tracks across the highway right of way, place ballast, rails, rail fittings and other incidental work necessary to the completion of the railroad.

2. Reimburse the State for all its expenses in connection with the structure, including the cost of making the design for the structure, preparing the specifications for the project, awarding the contract, supervising the construction, and such other incidentals as are properly chargeable to the construction of the project.

3. Arrange with the railroad company so that the railroad company assumes responsibility for any damage to highway facilities or the traveling public which might be due to the railroad's operations.

4. Arrange with the Southern Pacific Railroad Company for the maintenance of the railroad track, grade, ballast and railroad drainage.

The State, through its State Highway Commission, shall do the following things:

1. Make application to the Oregon Public Utilities Commissioner for a permit authorizing the construction of the grade separation and present such evidence at the Public Utilities Commissioner hearing as may be pertinent to the matter.

2. Grant an easement across the state highway right of way 150 feet in width, being 75 feet in width on each side of and perpendicular to the railroad center line, this easement to be granted under the following conditions: (a) The use by the railroad company is not to interfere with the use by the State for highway purposes. (b) The rights granted under this easement shall revert to the State if for any reason the use for railroad purposes ceases.

3. Prepare plans and specifications, advertise for and award a contract for the construction of the overcrossing structure and supervise the construction.

4. Keep an accurate account of all costs in connection with the project and submit a billing of these costs to the U. S. Engineers.

5. Upon the completion of the project, maintain the overcrossing structure and all other features of the project incidental to the movement of highway traffic.

Will you kindly advise whether you wish to prepare the agreement or prefer that our Legal Department do so.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - M. C. Williams
H. G. Smith

RECEIVED Williams
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FOR FILING

20-1052
#2936

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 9, 1947

SUBJECT: Pleasant Hill Overcrossing
(Bridge No. 7110)

To: Mr. J. H. Devers
Chief Counsel
Office

NOTE
W. C. WILLIAM

Dear Sir:

Herewith prints from our Drawings 8769 and 8882, same being the vicinity map and the layout sheet for a proposed overcrossing carrying the Willamette Highway across the relocated tracks of the Southern Pacific Railroad Company. This structure is approximately three miles east of the community of Pleasant Hill in Lane County.

The Army proposes to build a dam across the Middle Fork of the Willamette River some distance east of the site of this proposed overcrossing. The construction of this dam necessitates a major line revision of the Southern Pacific Railroad Company's main line tracks, and this line revision will cross that section of the Willamette Highway known as the Pleasant Hill-Lost Creek Section. This section of highway is now under contract for grading, surfacing and oiling, and work is in progress on the project. At the point where the relocated Southern Pacific tracks cross the Willamette Highway, the railroad will be in a cut approximately 26 feet deep. The highway is on embankment approximately 3 feet deep, making a total difference in the elevation of grade lines of approximately 29 feet. Because of this difference in elevation and for the safety of both railroad and highway traffic, a complete separation of grades is considered advisable.

To effect this separation, it is proposed that a reinforced concrete viaduct, layout and general arrangement being as shown on our Drawing No. 8882, be built. This viaduct will be 372 feet overall in length and provides a highway roadway 30 feet in width with a 3½-foot sidewalk on each side. The structure provides a vertical clearance of 24 feet above the base of the railroad company's rails and a horizontal clearance of 35 feet measured at right angles to the railroad center line. The viaduct will be so located that two railroad tracks, with centers 15 feet apart and with a side clearance of 10 feet from the center line to the nearest part of the structure, will be provided. The structure will be located in Section 1, Township 19 South, Range 2 West, Willamette Meridian. The intersection of the highway and railroad center lines is at highway station 489+61.38 and railroad station 1014+59.32. The angle of intersection between the highway

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and railroad center lines will be 25° 17' 45". The detailed location of this structure is shown on our Drawing No. 8769. Our estimate of cost on the project, not including the work which the U. S. Government is to do, is $90,000.

The U. S. Government, through the U. S. Engineers Department, is to do the following things:

1. Make the cut for the railroad tracks across the highway right of way, place ballast, rails, rail fittings and other incidental work necessary to the completion of the railroad.

2. Reimburse the State for all its expenses in connection with the structure, including the cost of making the design for the structure, preparing the specifications for the project, awarding the contract, supervising the construction, and such other incidentals as are properly chargeable to the construction of the project.

The State, through its State Highway Commission, shall do the following things:

1. Make application to the Oregon Public Utilities Commissioner for a permit authorizing the construction of the grade separation and present such evidence at the Public Utilities Commissioner hearing as may be pertinent to the matter.

2. Grant an easement across the state highway right of way 150 feet in width, being 75 feet in width on each side of and perpendicular to the railroad center line, this easement to be granted under the following conditions: (a) The use by the railroad company is not to interfere with the use by the State for highway purposes. (b) The rights granted under this easement shall revert to the State if for any reason the use for railroad purposes ceases.

3. Prepare plans and specifications, advertise for and award a contract for the construction of the overcrossing structure, and supervise the construction.

4. Keep an accurate account of all costs in connection with the project and submit a billing of these costs to the U. S. Engineers.

Upon the completion of the project, the State shall maintain the overcrossing structure and all other features of the project incidental to the movement of highway traffic. The U. S. Engineers shall arrange with the Southern Pacific Railroad Company for the maintenance of the railroad track, grade, ballast, and railroad drainage.

The U. S. Engineers shall arrange with the railroad company so that the railroad company assumes responsibility for any damage to highway facilities or the traveling public which might be due to the railroad's operations.

December 9, 1947

We are advised that the U. S. Engineers propose to let a contract for the grading of this section of the railroad early in January, and we should be ready to start the work on the overcrossing immediately after this grading is completed. The contract for the highway construction has been awarded and it is hoped that this section of highway may be open to travel during the coming year. This cannot be done until the railroad overcrossing is constructed. It would be appreciated if you will take such steps as are necessary to cover the matter by a formal agreement with the U. S. Engineers.

Very truly yours,

G. S. Pearson
Bridge Engineer

GSP:GM
Attached

cc W. C. Williams
H. C. Smith

20-1152
#2995-

Contract No._____

CONTRACT FOR RELOCATION, REARRANGEMENT OR ALTERATION OF FACILITIES
(Cost reimbursable)

CONTRACTOR & ADDRESS: The State of Oregon, (by and through the Oregon State Highway Commission, Salem, Oregon)

CONTRACT FOR: Design and construction of a highway overpass over Southern Pacific Company Railroad Relocation at Railroad Station 1014+59 and relocated Willamette Highway No. 58 Station 489+61.

AMOUNT: $

LOCATION: S.E.¼ Sec. 1 T. 19 S., R 2 W. W. M., Lane County, Oregon.

PAYMENT: To be made by the Disbursing Officer, Corps of Engineers, at 628 Pittock Block, Portland 5, Oregon.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the allotments below enumerated, the available balances of which are sufficient to cover the cost thereof:

21x3113 Flood Control, General (Lookout Point Dam (Meridian Site) Willamette River Basin (new work)).

This contract is authorized by and negotiated under the following laws:

Public Law 761, 75th Congress, 3rd Session, Approved June 28, 1938.

W. D. Form No. 1355
1 November 1946

2nd 1

Contract No. _____

CONTRACT FOR RELOCATION, REARRANGEMENT OR ALTERATION OF FACILITIES
(Cost reimbursable)

THIS CONTRACT, entered into this _____ day of _____ 194__, by the United States of America (hereinafter called the Government) represented by the contracting officer executing this contract, and

The State of Oregon, (by and through the Oregon State Highway Commission)

* ~~a corporation organized and existing under the laws of the State of~~

_____

* ~~a partnership consisting of~~ _____

_____

_____

* ~~an individual trading as~~ _____

of the city of Salem, in the State of Oregon (hereinafter called the contractor), witnesseth that:

Whereas, the Government has undertaken the development of a flood control project

known as Lookout Point Dam (Meridian Site)

located at or near Lowell, Oregon

(hereinafter called the project); and

Whereas, the contractor is maintaining and operating facilities for a public highway

consisting of Willamette Highway No. 58

which interfere with the use of the project by the Government; and

Whereas, the contractor is agreeable to the relocation, rearrangement or alteration of its facilities in order to eliminate such interference;

Now, therefore, the parties hereby do mutually agree as follows:

* Delete all lines which do not apply

ARTICLE 1. Scope of contract. - The contractor shall:

(a) Furnish all services, labor, materials, tools and equipment necessary to:

(1) Design and construct a highway overpass over Southern Pacific Company Cascade Line Railroad Relocation approximately at intersection of railroad station 1014+59 and relocated Willamette Highway No. 58 at highway station 189+61 and necessary bypass. X

Copy

(2) Grant an easement across the state highway right of way 150 feet in width, being 75 feet in width on each side of and perpendicular to the railroad center line, this easement to be granted under the following conditions: (a) The use by the railroad company is not to interfere with the use by the State for highway purposes. (b) The rights granted under this easement shall revert to the State if for any reason the use for railroad purposes ceases.

Copy

* with the exception of work to be performed or services or materials to be furnished by the Government as follows:

(1) Make the cut for the railroad roadbed across the highway right-of-way and place ballast, rails, rail fittings and other incidental work necessary to the completion of the railroad and provide roadbed for bypass. X

in accordance with the drawings, schedules or specifications hereto attached and made a part hereof, designated as:

(1) Drawing No. LP 30-15/2, entitled, "Willamette Basin Project, Oregon. Lookout Point Dam (Meridian Site) Southern Pacific Co., Relocation. General Location Plan."

(2) Drawing No. LP-30-15/5, "Willamette Basin Project, Oregon. Lookout Point Dam (Meridian Site) Southern Pacific Co., Relocation. Plan and Profile of Proposed Alignment."

(3) The contract plans and specifications for a highway overpass structure prepared by the Oregon State Highway Commission and approved by the Contracting Officer, when prepared (and supplemental plans and specifications as required) will be adopted and incorporated herein as a part of this contract, when

* Delete if inapplicable.

necessary for the best interest of the work.

(b) Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, Territory, or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

(c) Make such necessary surveys and prepare such drawings, schedules and specifications in connection with the work to be performed hereunder as may be required by theGovernment, all of which shall be subject to approval by the contracting officer. Any drawings, maps or specifications which may be furnished by the Government shall, if required by the contractor, be subject to approval by the contractor or his authorized representative before any work to which they relate is performed.

ARTICLE 2. Rights of way. - (a) Except as otherwise herein provided the contractor shall obtain all easements, rights of way or other interest in real property necessary for performance of this contract.

~~* (b) The contractor shall convey to the Government by good and sufficient conveyance all its right, title and interest in and to the real property indicated on the drawings referred to in Article 1 hereof.~~

~~* (c) The Government shall convey to the contractor, subject to the approval of the Secretary of War, an easement or right of way as indicated on the drawings referred to in Article 1 hereof on which to construct, operate and maintain the facilities herein provided for.---~~

It is understood that the contractor may subcontract work covered by this agreement

ARTICLE 3. Payment. - The Government shall reimburse the contractor for the cost, without profit to the contractor, of all work performed and materials furnished hereunder by the contractor. Such costs shall include all items of expense properly chargeable to the work, including, but not limited to, acquisition of any necessary rights of way, easements or other interests in real property, labor, materials, transportation, insurance, overhead charges properly allocable to the work, supervision, surveys, permits, rental of tools, equipment and machinery employed in the work, together with such other items of expense as should, in the opinion of the contracting officer, be included in the cost of the work. The Government shall reimburse the contractor as provided herein upon receipt of properly certified invoices, in quadruplicate, approved by the contracting officer, provided however that in no event shall the total amount paid by the Government to the contractor exceed the sum of One Hundred Fifty Thousand and 00/100 dollars ($150,000.00)

ARTICLE 4. Records. - All original time cards or pay rolls, material records, and accounts for all charges and expenditures for which reimbursement will be claimed from the Government, shall be available at all reasonable times, in order that the Government may properly check and audit invoices submitted by the contractor. So far as practicable, separate records shall be maintained by the contractor of all items and accounts which will constitute the basis of information from which invoices for reimbursement will be prepared.

ARTICLE 5. Betterments. - The relocation, rearrangement or alteration of the facilities shall place them as nearly as practicable in the condition thereof as of the date of this contract. Any betterments which may be installed or constructed superior in capacity or quality to the previously existing facilities shall be at the contractor's own expense.

ARTICLE 6. Salvage. - (a) The contractor shall use such materials, equipment and supplies salvaged from the facilities existing as of the date of this contract as can be utilized in the facilities to be relocated, rearranged or altered hereunder; any materials, equipment, and supplies which cannot be so used shall be removed from their original location and shall remain the property of the contractor. The agreed salvage value of such removed materials, equipment and supplies shall be credited to the Government in the form of a deduction to be made from the cost properly chargeable to the work to be performed under article 1 hereof. If the parties fail to agree as to such salvage value, the decision of the contracting officer thereon shall be final, subject to the right of the contractor to appeal under the article hereof entitled "Disputes."

(b) All items of material shall be designated by the contractor as new, used or salvaged materials, whether said items are retained, discarded or altered in the prosecution of the work.

ARTICLE 7. Ownership and conduct of the work. - (a) The facilities constructed hereunder shall be the property of the contractor. The contractor shall be responsible for all materials and work performed.

including any loss suffered by the contractor and subcontractor

priority or allocation order), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. In the event of such delay the contracting officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the Secretary of War or his duly authorized representative, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

ARTICLE 13. Termination at the option of the Government. - The Government reserves the right to terminate this contract for its convenience at any time prior to completion of the work herein provided for. In the event the Government exercises such right, fair compensation to prevent loss to the contractor by reason of such termination within the meaning of the Contract Settlement Act of 1944 (Public No. 395, 78th Cong.), as the same may be amended from time to time, will be provided for the contractor. X

ARTICLE 14. Antidiscrimination. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the Contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

ARTICLE 15. Assignment of rights. - (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment together with one copy of the instrument of assignment, with each of the following:

(i) General Accounting Office;
(ii) the Contracting Officer;

(iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;

(iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the Contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the Contractor.

ARTICLE 16. Convict labor. - The contractor shall not employ any person undergoing sentence of imprisonment at hard labor. ~~This provision shall not be construed to prevent the contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry; PROVIDED, That such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.~~

ARTICLE 17. Covenant against contingent fees. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 18. Eight-hour law. - No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the

contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of $5 shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: PROVIDED; That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325, and 326, relating to hours of labor, as modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

ARTICLE 19. Disputes. - Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the Contracting Officer subject to written appeal by the Contractor within 30 days to the Head of the Department concerned or his duly authorized representative whose decision shall be final and conclusive upon the parties hereto. In the meantime the Contractor shall diligently proceed with the work as directed.

ARTICLE 20. Officials not to benefit. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 21. Definitions. - (a) The terms "Secretary of War" or "Head of the Department" as used herein shall have one and the same meaning and shall include the Under Secretary of War, and the term "his duly authorized representative" shall mean the Chief of Engineers, War Department, or an individual or board designated by him.

(b) Except for the original signing of this contract and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE 22. Alterations. - The following changes were made in this contract before it was signed by the parties hereto.

Sub-paragraphs (b) and (c) of Article 2 omitted. The second sentence of Article 16 is deleted.

Article 6 is deleted.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

THE UNITED STATES OF AMERICA

Two Witnesses:

By _____
O. E. Walsh
Colonel, Corps of Engineers
(Official Title)

_____

_____
(Address)

State of Oregon (by and through the Oregon State Highway Commission)
(Contractor

By _____

_____
(Address)

_____
(Business Address)

By _____
R. H. Banfield
Chairman

_____
(Business Address)

By _____
A. W. Schaupp
Commissioner

_____
(Business Address)

By _____
Ben R. Chandler
Commissioner

_____
(Business Address)

I, _____, certify that I am the Secretary of the Corporation named as Contractor herein; that _____ who signed this contract on behalf of the Contractor was the _____ of said Corporation; that said contract was duly signed for and on behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

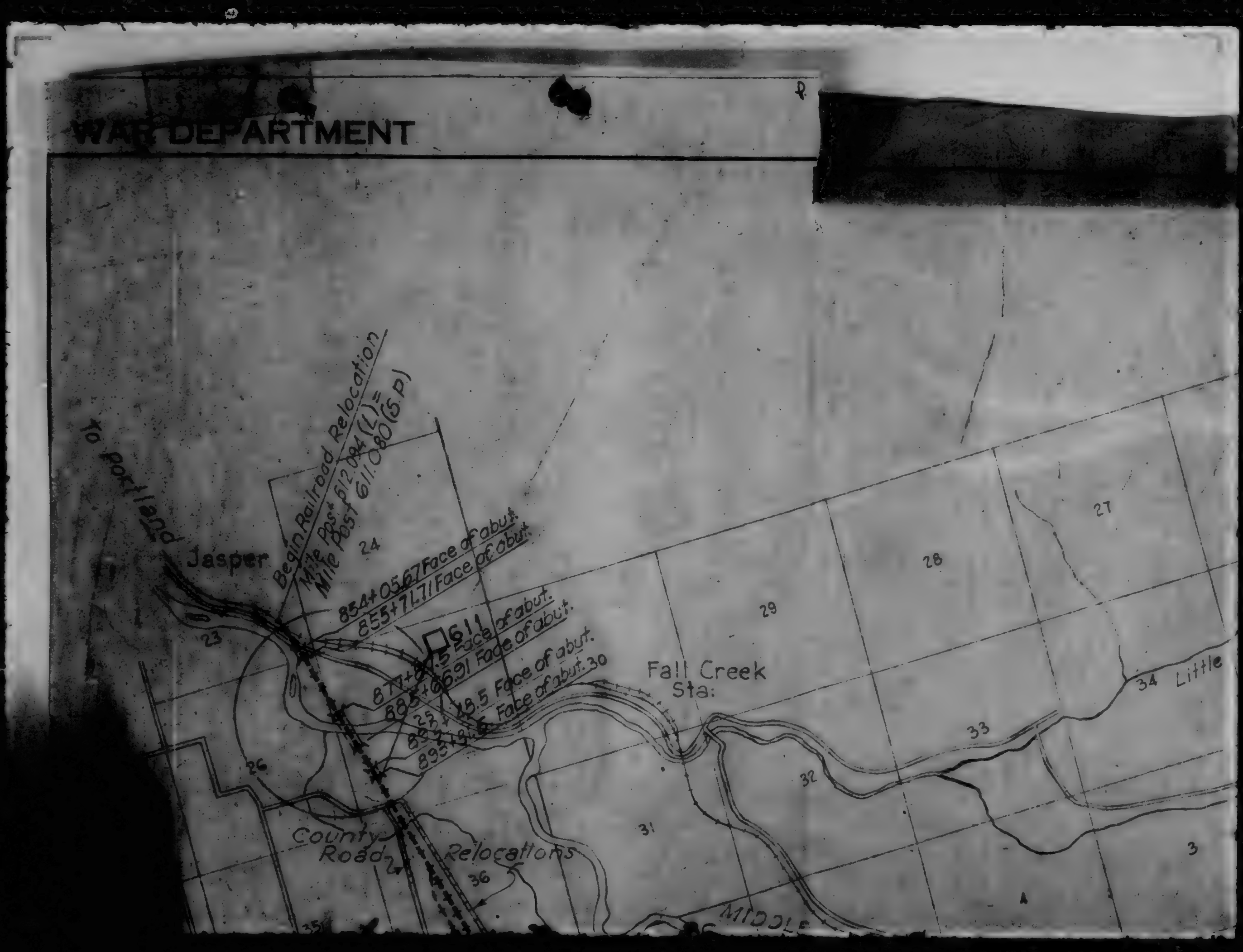
IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 19__.

(Corporate Seal) _____
(Secretary)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this contract for _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

_____
(Contracting Officer)

WAR DEPARTMENT



-6664-
4499-
20-1052

R

Face of abut.
Face of abut.

611

Face of abut.
Face of abut.

Face of abut.
Face of abut. 30

Fall Creek
Sta:

Relocations

MIDDLE

WILLAMETTE

Fall

Little

T. 18 S.
T. 19 S.

25
26
27
28
29
30
31
32
33
34
35
36
1
2
3
5
11
12

-5666 ft.
T.S.O.T. - 25

WILLAMETTE

25

26

Cr.

Fall

36

35

34 Little

T. 18 S.
T. 19 S.

Fall

1

2

3

12

32

31

Creek 33

3

4

5

6

10 Cr.
Nelson

9

8

Winberry

7

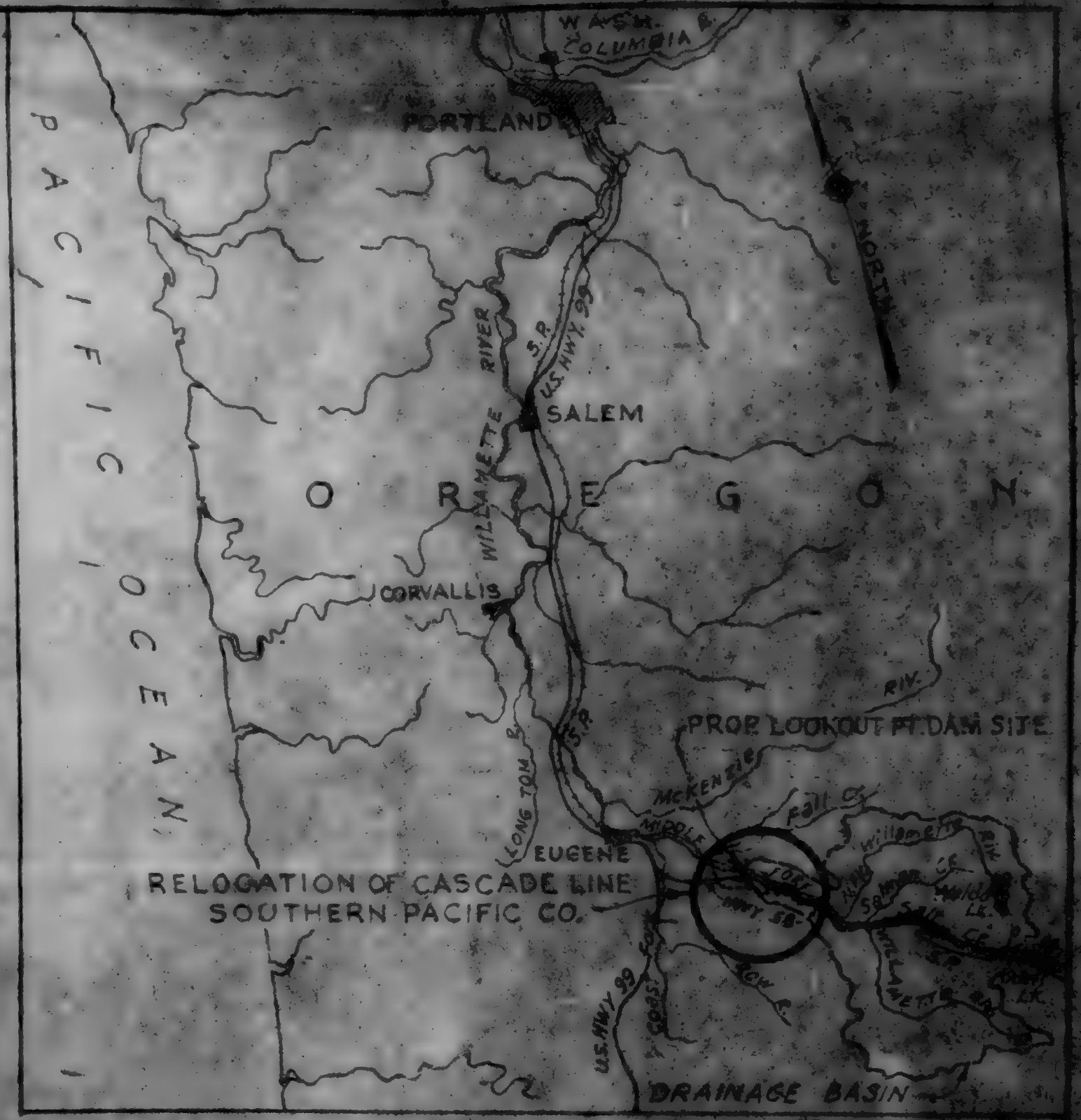
1

15

16

Creek 33
32
3
4
5
9
10
Nelson Cr.
8
Winberry
15
16
17
Alder 14
Cr.
24
Creek 23
NORTH

CORPS OF ENGINEERS, U. S. ARMY



LOCALITY MAP

LOCALITY MAP

SCALE IN MILES
0 5 10 20 30

Nelson Cr.

Alder Cr.

Creek

Normal Pool Elev. 920

S.P.R.R. Cascade Line to be relocated

R.2 E.
R.1 E.

BOUNDARY

RIVER

Reserve

FOREST

Ore. Hwy. 58

School

Eula School

9 10 15 16 14 23 24 22 21 25 26 27 28 29 30 31 32 36 35 34 33 5 6 7 8 2

Nelson Cr.

Winberry

Alder Cr.

Creek

Carter

Landax

Normal Pool Elev. 920

S.P.R.R. Cascade Line to be relocated

SIDING NO. 4

ROAD RELOCATION
NE - SOUTHERN PACIFIC CO.

WILLAMETTE

Reserve

RIVER

Ore. Hwy. 58

Minnow Cr.

600

AXIS

REST

28
35
36
5
6
34 Little
T.18S.
T.19S.
Fall
33
1
2
8
Winberry
3
7
12
4
11
17
18
Pengra
10
DAM AXIS
9
13
Carter
SOUTHERN
(Cascade Line)
SOUTHERN PACIFIC
20
8
SIDING NO. 2
Lowell
FORK
19
16
SIDING NO. 3
24
SIDING NO. 4
Dexter
23
RAILROAD RELOCATION
SOUTHERN PACIFIC CO.
17
Creek
CASCADE LINE
22
30
600
Cr.
Dexter School
21
County Road Relocation
25
Minnow
26
20

854+05.67 Face of abut.
855+71.71 Face of abut.
611
877+83.5 Face of abut.
885+66.31 Face of abut.
25 / 18.5 Face of abut.
Face of abut. 30
893+18.5
Fall Creek
Sta:
24
29
31
36
Relocations
MIDDLE
5
Pengra
28
35
34 Little
33
T. 18 S.
T. 19 S.
2
3
4
10
11
Fall
Trent
6
Ore. Hwy. 58
Lost
9
8
SOUTHERN
(Cascade Line)
SIDING NO. 2
Lowell
FORK
NO. 1
RELOCATION Hwy. 58
(Approx.)
2
Co. Rd. Relocation
12
Rail
Ck.
16
Dexter
17
Creek
18
SIDING
CASCADE LIN
22
Dexter School
21
County Road Relocat

Jasper

Begin R
Mile Post
Mile Post

854+05.67 Face of abut.
855+71.71 Face of abut.

611

877+87.5 Face of abut.
885+66.91 Face of abut.
893+18.5 Face of abut.
897+98.5 Face of abut. 30

Fall Creek
Sta:

County Road Relocations

To Eugene

SIDING NO. 1

RELOCATION Hwy. 58
(Approx.)

Trent

Ore. Hwy. 58

Lost

Rattlesnake Cr.

Co. Rd. Relocation

SIDING NO. 2

Pengra

Dexter

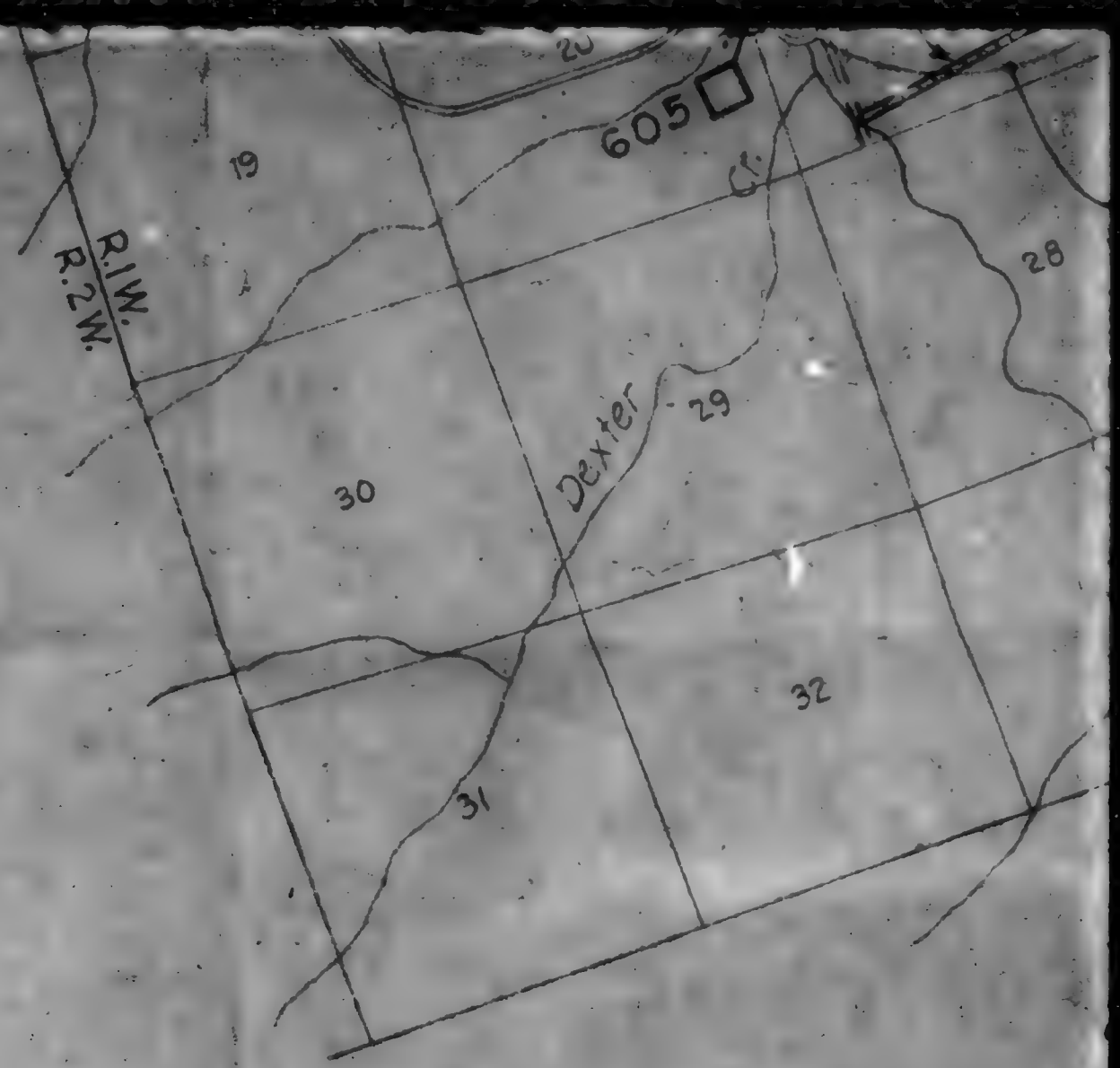
Creek

Dexter Sch

Little

MIDDLE

23 24 26 35 36 1 2 12 29 28 31 32 33 34 3 4 5 6 8 9 10 16 17 18 21


20
605
19
R.1W.
R.2W.
28
29
Dexter
30
32
31

County Road Relocation

LOST CREEK SECTION
S.P.CO. RELOCATION

605

Dexter

R.1W.
R.2W.

T.19S.
T.20S.
WILLAMETTE
MERIDIAN

3000

RAILROAD RELOCATION
CASCADE LINE – SOUTHERN PACIFIC CO.

nool
nty Road Relocation

LOST CREEK SECTION
S.P.CO. RELOCATION

Minnow Cr.

600

MERIDIAN

Rolling Riffle

NATIONAL FOREST

RIVE

Normal Pool Elev.

T.19S.
T.20S.
WILLAMETTE

R.1E.
R.1W.

Goodman Cr.

22 30 34
26 25 33
27 32
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16

MERIDIAN
R.1E.
R.1W.
Rolling Rifle
NATIONAL FOREST
Cr.
RIVER
Reserve
BOUNDARY
Ore. Hwy. 58
Normal Pool Elev. 920
SIDING NO. 5
595
Crale
Eula
Goodman
Cr.
North
South
30
600
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13
22
23
24
LEGEND
Existing Railroad
Highways and ro

UNDARY

Eula Schoo

Armet
Eula
P.O.

Lawler

Carpet Hill Cr.

Hospital Cr.

Railroad Relocation

Mile Post 588.028

End Rail

589

2035+50 Face of Abut.

2041+54.58 Face of Abut.

Crale

Cr.

Cr.

Cr.

Cr.

Schweitzer Cr.

SIDING NO. 6

Rock Cr.

Duval Cr.

North

South

To Hwy. US 97

To San Francisco

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 27 28 29 30

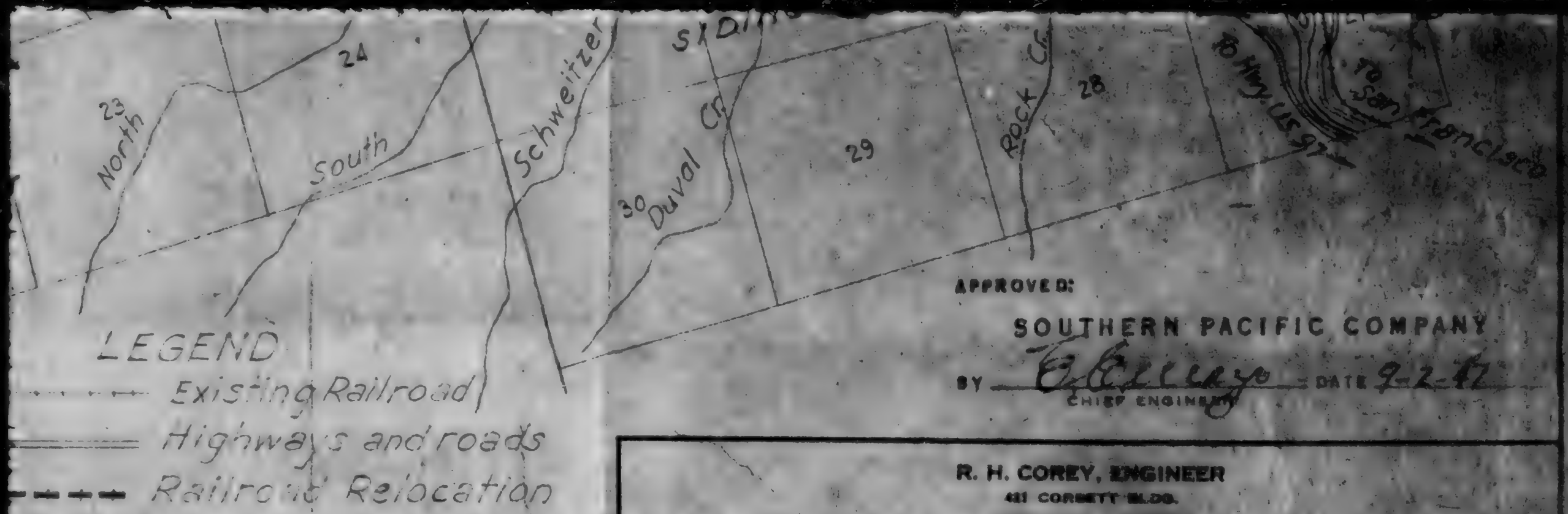
APPROVED:

SOUTHERN PACIFIC COMPANY

BY E Ellero DATE 9-2-47

LEGEND

Existing Railroad



APPROVED:

SOUTHERN PACIFIC COMPANY

BY E. E. Carey CHIEF ENGINEER DATE 9-2-47

R. H. COREY, ENGINEER
411 CORBETT BLDG.
PORTLAND 4, OREGON

WILLAMETTE BASIN PROJECT, OREGON
LOOKOUT POINT DAM (MERIDIAN SITE)
SOUTHERN PACIFIC CO., RELOCATION

GENERAL LOCATION PLAN

IN 1 SHEETS SCALES AS SHOWN SHEET NO. 1

U. S. ENGINEER OFFICE, PORTLAND, OREGON DISTRICT

SUPERVISED: F. B. Wilder

SUBMITTED: By. H. Hopkins

RECOMMENDED: R. E. Hudson HEAD ENGINEERING AND DESIGN DIV.

APPROVED: O. E. Walker CHIEF OF ENGINEERS

DESIGNED DATE 7-6-45

DRAWN BY C.E.B. CHECKED BY K.A.C.B.

REVISION	DATE	BY	APP'D
Revised relocation of Co. Roads	10-21-47	W.S.T.	CHH
Revised relocation of Ore. St. Hwy. 58	10-21-47	W.S.T.	CHH
Added beginning and end of Contract.	9-11-47	G.M.L.	C.H.H.
Deleted relocation of Ore. Hwy. 58			
Added relocation of Ore. Hwy 58	8-16-47	C.T.B.	
Abuts. noted & Mile Postchd. at S.F. end	8/29/47	A&E	

FILE NO. [illegible]

R.1E.
R.1W.
12
7
8
Goodman Cr.
16
15
14
Cr.
24
23
North
South
22

SCALE IN FEET
3000 0 3000 6000 9000

LEGEND
Existing Rail
Highways an
Railroad Re

NO.	REVISION
E	Revised relocation of Co. Roads
D	Revised relocation of Ore. St. Hwy.
C	Added beginning and end of Contract. Deleted relocation of Ore. Hwy. 58
B	Added relocation of Ore. Hwy 58
A	Abut's. noted & Mile Post chd. at

12
11
Goodman
SCALE IN FEET
3000
0
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6000
9000

12
11
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S-22(3) North Powder River Br. Sec. - 1948

#2996

RECEIVED
JUN 2 1949
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON
8-22(3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P.O.Box 3900
PORTLAND 8, OREGON

April 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-22(3)
North Powder River Bridge Sec.
North Powder River Road

Dear Sir:

Enclosed herewith is an executed copy, for your files, of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
MAY COMMISSION

RECEIVED
JUN 2 1949
FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
8-22(3)

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FEDERAL WORKS AGENCY
DIVISION EIGHT

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PORTLAND 8, OREGON

April 4, 1949

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State Highway Engineer
Salem, Oregon

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North Powder River Bridge Sec.
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W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
COMMISSION

PR 2 (Revised 1946)

WASpr. 7642

State Oregon

Federal Aid Secondary Project No. S-[illegible](3)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 10 day of February, 1949,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of June, 19[illegible], a project statement, which was approved on the [illegible] day of [illegible], 19[illegible], for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [illegible] day of September, 19[illegible]; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of [illegible] and 00/100

dollars ($[illegible]) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chap. 51, Laws 1929; Chap. 589, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 245+00 and survey station 339+00, all on the east boundary of the SE 1/4, Section 36, T. 6 S., R. 38 E., W.M., without exception,

, length miles, in Baker and Union County, on being Oregon Federal Aid Secondary project No. S-028(3), consisting of miles of roadway and bridges, [illegible] of more than 20 feet clear span, of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

have been made available
PARTMENT
include date and citation of

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ [illegible] dollars ($[illegible]), which does not exceed the authorized Federal pro rata share of _____ [illegible] dollars ($[illegible]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ [illegible]
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ [illegible]
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____
(Include reference to statute authorizing
[illegible]
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 132.

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

RECOMMENDED FOR ...

Acting STATE HIGHWAY ENGINEER

Attest

SECRETARY

[redacted] STATE HIGHWAY COMMISSION

(Official title of Highway Department)

By F W Braunfield

[redacted], State Highway Commission

(Title of officer)

By _____

[redacted], State Highway Commission

(Title of officer)

By Ben R Lundin

[redacted], State Highway Commission

(Title of officer)

By _____

_____

(Title of officer)

By _____

_____

(Title of officer)

By _____

_____

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W D Lynch

Division Engineer,

Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

FEB 13 1949 OREGON DISTRICT

RECEIVED
JAN 6 - 1949
FOR FILING

I-22 (3)
2996

January 5, 1949

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This to advise you that State Highway Contract No.2996, covering construction of the North Powder River Bridge Section of the North Powder River Road in Baker and Union Counties, has been completed by the contractor, Enock Brothers, and that final payment in the amount of $2,163.66 will be made on or after January 15, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $29,287.66, and that no force account work was performed therein. The above contract was completed September 22 and accepted by the Highway Commission November 3, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
1-5-49 g

S-23

December 9, 1947

Baker & Union Counties

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Maintenance agreements have been secured from Baker and Union Counties in connection with the proposed bridge construction project over the North Powder River, on the North Powder River County Road, Federal Aid Project No. S-[illegible] (3). Four signed copies of each are enclosed.

Also enclosed are four copies of an encroachment resolution passed by the County Court of Union County and four copies of an encroachment resolution signed by the County Court of Baker County.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

MB

Encls.

cc Mr. J. W. Nash

Federal Aid Project No. S-82 (3)

5-23-a
(1947)

AGREEMENT BY MUNICIPALITY OR POLITICAL SUBDIVISION TO MAINTAIN HIGHWAYS IMPROVED UNDER THE FEDERAL AID ROAD ACT AND ACTS AMENDATORY THEREOF AND SUPPLEMENTARY THERETO

The County of Baker, State of Oregon, hereinafter referred to as the County, and the Oregon State Highway Commission, hereinafter referred to as the Highway Department, hereby agree as follows:

1. That the Highway Department will submit a project for the improvement of 630 feet of Federal Aid Secondary Highway No. 138 (municipal, or secondary or feeder) from a point approximately 10 ft. west of the section corner common to sections 31 and 6, T's. 6 and 7 S., R. 39 E., W. M. and Sections 36 and 1, T's. 6 and 7 S., R. 38 E., W. M. northerly to the county line between Baker and Union Counties in the North Powder River known as North Powder River County Road (local name of street or road), and to be designated as Oregon Project No. S-82 (3), and will recommend its approval by the Federal Works Administrator for construction with funds apportioned to the State under the Federal Aid Road Act and Acts amendatory thereof and supplementary thereto; subject, however, to the condition that the County (municipality or political subdivision) shall provide for its proper maintenance after completion of its improvement.

2. That the said County (municipality or political subdivision) hereby requests the Highway Department to submit the aforementioned project with recommendation that it be approved by the Federal Works Administrator, and agrees that if such project is approved and constructed by the Highway Department and the Federal Works Administrator it thereafter, at its own cost and expense, will maintain the project in a manner satisfactory to them, or their authorized representatives, and will make ample provision each year for such maintenance.

3. That the said County (municipality or political subdivision) hereby agrees to bear the cost, if any, of maintaining such of its streets or roads as

may be used as detours during the performance of the work on the aforementioned project.

4. That the said County (municipality or political subdivision) hereby agrees to assume jurisdiction and control of the section or sections of county road or roads eliminated from the route to be constructed and shall maintain or vacate them as the said County (municipality or political subdivision) may determine.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the County (municipality or political subdivision) on the 14th day of October, 1947, and the Highway Department on the 6th day of November, 1947.

COUNTY COURT OF BAKER COUNTY
(Municipality or political subdivision)

Attest: Loyd Lea
County Clerk

By _____
County Judge

By _____
County Commissioner

By _____
County Commissioner

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest: _____
Secretary

By _____
As Chairman

By _____
As Commissioner

By _____
As Commissioner

Note: Any official signing for and on behalf of a municipality or political subdivision should attach an original or authenticated copy of order, resolution, ordinance, or charter provision, or a citation to statute, under the authority of which this agreement is executed. Each agreement should be executed in duplicate and a certified copy should be furnished for the Public Roads Administration.

IN THE COUNTY COURT OF THE STATE OF OREGON,

FOR BAKER COUNTY

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS.

To be attached to Maintenance agreement

IN RE: PROPOSAL OF STATE HIGHWAY COMMISSION. } ORDER DIRECTING EXECUTION OF AGREEMENT and SIGNING OF RESOLUTION.

On this 14th day of October, 1947, there is before this Court a proposed agreement submitted by the Oregon State Highway Commission relative to the proposed improvement of a portion of that certain road known as the North Powder River Road, said portion running from the north line of Baker County southerly for a distance of approximately 820 feet and entirely within said county, the same being a part of Federal Aid Secondary Highway No. 488. This work is to be designated as Oregon Project No. S-22 (3), and will be submitted to the Federal Works Administration for approval on condition Baker County will provide for its proper maintenance upon completion of this improvement. This maintenance shall be provided for and performed each year by Baker County, all at its own cost and expense and in a manner satisfactory to said Highway Commission and the Federal Works Administration. Said agreement further provides that Baker County shall bear the cost, if any, for maintaining any part of its roads that may be used as detours during the performance of the work on the project above referred to. The County Court of Baker County, Oregon, having considered said proposed agreement and the benefits to be derived therefrom and all the conditions surrounding said proposed work and improvement, and finding that such proposed improvement will be a benefit to Baker County notwithstanding the possible cost to the county involved thereby, and being advised,

Copy is also attached to Encroachment Resolution

It is hereby ORDERED that this Court, sitting for the transaction of County business and as and for the act and deed of Baker County, a quasi-municipal corporation of the State of Oregon, do enter into and sign said agreement as and for the act and deed of said County all on this 14th day of October, 1947.

And it is so ORDERED.

It further appearing that said Highway Commission has presented with said agreement a certain resolution, which resolution is to the effect Baker County will, if the construction and improvement above referred to is completed, do and refrain from doing, all as hereinafter set out, and the Court being advised and finding that the best interests of Baker County demand that said resolution be adopted and signed by the Court, and being so advised,

It is hereby ORDERED that this Court, sitting for the transaction of County business and as and for the act and deed of Baker County, a quasi-municipal corporation of the State of Oregon, do this day sign said resolution whereby said Baker County is at all times bound to so act that no encroachments will ever be permitted upon the aforesaid county road within the lines of the part thereof above referred to which encroachments will or may permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded and will not at any time impose unreasonable limitations of speed upon said county road and will not impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, it being specifically understood that nothing in the aforesaid resolution or agreement by the

County Court shall be so construed as to prevent or impair proper police regulations or the enforcement of all laws and regulations respecting the use of said county road, nor shall the same prevent such temporary obstructions to traffic as may be necessitated by the construction of water mains and other public improvements, or to preclude the proper use of said county road for the placement and maintenance of telephone or electric light poles or other public service facilities.

To carry into effect the foregoing it is hereby ORDERED that said resolution be adopted and signed by this Court in its usual capacity on this the 14th day of October, 1947.

(Sd) Chas. E. Baird,
County Judge.

R.M.Phipps,
County Commissioner.

Geo. B. Saunders,
County Commissioner.

STATE OF OREGON }
County of Baker } ss.

I hereby certify that I have compared the within instrument with the original instrument now on file in my office, and that it is a true and correct copy of the same and of the whole thereof and that the above is a true copy of the filing marks thereon.

DATED Oct 17, 1947.

Lloyd Rea
County Recorder-Clerk.

By Lyman L Vaughn
Deputy.

Aid Project No. S-22 (3)

RESOLUTION

WHEREAS, a County Road in Baker County, State of Oregon, known as the North Powder River County Road, is routed through the County of Baker, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Baker County, the section adopted for improvement being more particularly described as follows; to wit:

Beginning at a point approximately 10 feet west of the section corner common to Sections 31 and 6, T's. 6 and 7 S., R. 39 E., W. M., and Sections 36 and 1, T's. 6 and 7 S., R. 38 E., W. M.; thence northerly to the county line between Baker and Union Counties in the North Powder River, a distance of approximately 820 feet.

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said county road,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said county road until and unless the said County of Baker will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road; and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the County Court of Baker County, Oregon, that no encroachments will be permitted on the county road, known as the North Powder River County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said

10-14-47

county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets or avenues.

It being understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Baker County, Oregon, this 14th day of October, 1947.

Attest:

Loyd Lea
County Clerk

By _____ County Judge

By _____ County Commissioner

By Geo B. Saunders
County Commissioner

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the County Court of Baker County, Oregon, on the 14th day of October, 1947, at the regular or special meeting of said County Court.

Dated this 14th day of October, 1947.

Loyd Lea
County Clerk

IN THE COUNTY COURT OF THE STATE OF OREGON,

FOR BAKER COUNTY

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS.

To be attached to Encroachment Resolution

IN RE: PROPOSAL OF STATE HIGHWAY COMMISSION. } ORDER DIRECTING EXECUTION OF AGREEMENT and SIGNING OF RESOLUTION.

Copy is also attached to Maintenance agreement

On this 14th day of October, 1947, there is before this Court a proposed agreement submitted by the Oregon State Highway Commission relative to the proposed improvement of a portion of that certain road known as the North Powder River Road, said portion running from the north line of Baker County southerly for a distance of approximately 820 feet and entirely within said county, the same being a part of Federal Aid Secondary Highway No. 488. This work is to be designated as Oregon Project No. S-22 (3), and will be submitted to the Federal Works Administration for approval on condition Baker County will provide for its proper maintenance upon completion of this improvement. This maintenance shall be provided for and performed each year by Baker County, all at its own cost and expense and in a manner satisfactory to said Highway Commission and the Federal Works Administration. Said agreement further provides that Baker County shall bear the cost, if any, for maintaining any part of its roads that may be used as detours during the performance of the work on the project above referred to. The County Court of Baker County, Oregon, having considered said proposed agreement and the benefits to be derived therefrom and all the conditions surrounding said proposed work and improvement, and finding that such proposed improvement will be a benefit to Baker County notwithstanding the possible cost to the county involved thereby, and being advised,

It is hereby ORDERED that this Court, sitting for the transaction of County business and as and for the act and deed of Baker County, a quasi-municipal corporation of the State of Oregon, do enter into and sign said agreement as and for the act and deed of said County all on this 14th day of October, 1947.

And it is so ORDERED.

It further appearing that said Highway Commission has presented with said agreement a certain resolution, which resolution is to the effect Baker County will, if the construction and improvement above referred to is completed, do and refrain from doing, all as hereinafter set out, and the Court being advised and finding that the best interests of Baker County demand that said resolution be adopted and signed by the Court, and being so advised,

It is hereby ORDERED that this Court, sitting for the transaction of County business and as and for the act and deed of Baker County, a quasi-municipal corporation of the State of Oregon, do this day sign said resolution whereby said Baker County is at all times bound to so act that no encroachments will ever be permitted upon the aforesaid county road within the lines of the part thereof above referred to which encroachments will or may permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient and safe flow of traffic shall not be impeded and will not at any time impose unreasonable limitations of speed upon said county road and will not impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, it being specifically understood that nothing in the aforesaid resolution or agreement by the

County Court shall be so construed as to prevent or impair proper police regulations or the enforcement of all laws and regulations respecting the use of said county road, nor shall the same prevent such temporary obstructions to traffic as may be necessitated by the construction of water mains and other public improvements, or to preclude the proper use of said county road for the placement and maintenance of telephone or electric light poles or other public service facilities.

To carry into effect the foregoing it is hereby ORDERED that said resolution be adopted and signed by this Court in its usual capacity on this the 14th day of October, 1947.

RECEIVED
OCT 20 1947
PIONEER
COUNTY ENGINEERS

(Sd) Chas. E. Baird,
County Judge.

R. M. Phipps,
County Commissioner.

Geo. R. Saunders,
County Commissioner.

STATE OF OREGON }
County of Baker } ss.

I hereby certify that I have compared the within instrument with the original instrument now on file in my office, and that it is a true and correct copy of the same and of the whole thereof and that the above is a true copy of the filing marks thereon.

DATED Oct 17, 1947

Lloyd Rea
County Recorder-Clerk.

By Agnes L. Vaughan
Deputy.

FAS 488

December 7, 1948

Honorable Charles E. Baird
County Judge, Baker County
Baker, Oregon

Dear Sir:

This is to advise that Contract No. 8996 for bridge and approaches of the North Powder River Bridge section of the North Powder River County Road in Baker County, F.A.P. Highway No. 166, was completed by the contractor September 23, 1948 and accepted by the Highway Commission on November 3, 1948.

As the agreement signed by the County Court and State Highway Commission under dates of October 24, 1947 and November 4, 1947, provides that the County shall maintain certain sections of the North Powder River County Road, which are covered in the contract completed September 23, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Baker County.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOTED
FORREST COOPER

By: Forrest Cooper
Engineer, County and City Relations

JWC:MM

CC: Mrs. W. C. Williams
Mr. R. G. Smith
Mr. R. A. Collier
Mr. R. F. Childs

NOTED
JOHN W. CATTRALL

RECEIVED
DEC 9 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

1 2 2 (2)
2996

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

December 7, 1948

Honorable C. K. McCornick
County Judge, Union County
La Grande, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

This is to advise that Contract No. 2996 for bridge and approaches of the North Powder River Bridge section of the North Powder River County Road in Union County, F.A.S. Highway No. 486, was completed by the contractor September 22, 1948 and accepted by the Highway Commission on November 3, 1948.

As the agreement, signed by the County Court and State Highway Commission under dates of October 14, 1947 and November 6, 1947, provides that the County shall maintain certain sections of the North Powder River County Road, which are covered in the contract completed September 22, 1948, we are advising you that the maintenance of this project, as provided in the agreement, is now the responsibility of the County Court of Union County.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: Forrest Cooper
Engineer, County and City Relations

JWH:MM

CC: Mr. W. C. Williams
Mr. H. G. Smith
Mr. L. A. Collier
Mr. E. F. Chidsey

RECEIVED
DEC 21 1940
FOR FILING
S-22(3)

December 7, 1940

Mr. T. E. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the North Powder River Bridge, Project No. S-22 (3).

Likewise, we are enclosing eight copies of form PR-9 in which it is requested to increase the estimate of Federal funds to more nearly reflect Federal cooperation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. G. Williams
Assistant State Highway Engineer

JGH/ge

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

December 7, 1948
(Date)

The following major program change of the individual project is requested:

Oregon (State) — P. W. Federal Aid Secondary Highway Program (Previous Program) — August 13, 1948 (Date of Approval)

COUNTY Baker and Union — FA or FAS Route No. FAS 486

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	9	S-22(3)	E. Powder River Br. and Approx. 4.7 mi. S.W. North Powder	Survey-Plans					
				Right-of-Way					Gr., Br., Bridge 2-lane low-type surfacing
				Construction	30,072	14,000	16,072		
				Total	30,072	14,000	16,072	0.265	
Requested Revision	9	S-22(3)	Same	Survey-Plans					
				Right-of-Way					Same
				Construction	34,628	21,000	13,628		
				Total	34,628	21,000	13,628	0.265	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Federal Funds increased to more nearly reflect permissible Federal Cooperation

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

P-3868

Approval Requested _____ Asst. State Highway Engineer 12-7-48

Approved: _____ Acting Commissioner _____ (date)

Oregon State Highway Department

Federal Aid Secondary
Project No. S-22 (3)

NORTH POWDER RIVER BRIDGE SECTION OF THE NORTH POWDER RIVER ROAD IN BAKER AND UNION COUNTIES

(Estimate as basis for project agreement. Based on low bid prices.

Salem, Oregon, November 26, 1948

Roadway (Sta. 245+00 to 259+00) Code No. 3200

All Required		Clearing and Grubbing		$ 4,937.50
14	cu. yds.	Trench Excavation, Unclassified	$ 3.00	42.00
8,300	cu. yds.	General Excavation, Unclassified	0.70	5,810.00
0.25	mile	Finishing Roadbed and Slopes	2,000.00	500.00
10	lin. ft.	18" Concrete Pipe	3.00	30.00
14	lin. ft.	24" Concrete Pipe	5.00	70.00
14	cu. yds.	Class "A" Concrete in Box Culvert	60.00	840.00
1,620	lbs.	Metal Reinforcement in Box Culvert	0.15	243.00
140	sq. yds.	Rip Rap	6.00	840.00
630	cu. yds.	3" - 3/4" Rock in Base	4.25	2,677.50
220	cu. yds.	3/4" - 0" Rock in Base	5.00	1,100.00
30	M-gals.	Sprinkling	5.00	150.00
			Subtotal	$17,240.00
			10% Engr. & Cont.	1,724.00
			Total	$18,964.00

Bridge (Sta. 251+90 to 252+50) Code No. X021

440	lin. ft.	Concrete Piling	$ 5.50	$ 2,420.00
20	only	Drive Piles	90.00	1,800.00
75	cu. yds.	Class "A" Concrete	60.00	4,500.00
13,000	lbs.	Metal Reinforcement	0.12	1,560.00
140	lin. ft.	Metal Rail	14.00	1,960.00
All Required		Remove Old Bridge		2,000.00
			Subtotal	$14,240.00
			10% Engr. & Cont.	1,424.00
			Total	$15,664.00

Length of Roadway	0.253 mile
Length of Bridge	0.012 mile
Total Length	0.265 mile
Cost per Mile, Roadway	$74,956.52

[illegible]

Item	Total Cost	[illegible]	[illegible]
Roadway	$19,966.00	$11,500.00	$ 7,143.00
Bridge	15,662.00	9,500.00	6,162.00
	$34,628.00	$21,000.00	$13,628.00

State Funds for Cemetery: Chap. 175, Laws 1917; Chap. 31, Laws 1929; Chap. 529, Laws 1939
State Funds for Relief: Chap. 529, Laws 1939

RECEIVED
APR 9 1948
FOR FILING

S-22(c)

April 8, 1948

Snook Brothers
329 N. 18th St.
Corvallis
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2996, which was awarded to you on March 17, 1948 by the State Highway Commission, covering the North Powder River Bridge Section of the North Powder River Road, in Baker and Union Counties. This copy is for your records and files.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded

RECEIVED
MAR 22
FOR FILING

S-22(3)

CLASS OF SERVICE
This is a fullrate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(051)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA188 GOVT PD=PORTLAND ORG 17 500P

R H BALDOCK, STATE HIGHWAY ENGINEER=

MAR 17 PM 6 07

:REYOURTEL TODAY ADVISING ALL RIGHTS OF WAY ACQUIRED OREGON S-22(3) NORTH POWDER RIVER BRIDGE, WE HEREBY CONCUR IN AWARD OF CONTRACT TO LOW BIDDER SNOOK BROS, CORVALLIS, OREGON=

:T M DAVIS,

To _____

Words _____

S-22(3)= To Be _____

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
DEC 23 1948
FOR FILING
S-22(3)

March 3, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate and four copies of right of way statement to accompany plans and specifications for the North Powder River Bridge Section, Project No. [illegible] (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWW:ml

Oregon State Highway Department

Federal Aid Secondary
Project No. S-22 (3)

NORTH POWDER RIVER BRIDGE SECTION OF THE NORTH POWDER RIVER ROAD IN BAKER AND UNION COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 3, 1948

Roadway (Sta. 245+00 to 259+00)

All Required		Clearing and Grubbing		$ 1,000.00
14	cu. yds.	Trench Excavation, Unclassified	$ 4.00	56.00
8,300	cu. yds.	General Excavation, Unclassified	0.80	6,640.00
0.25	mile	Finishing Roadbed and Slopes	600.00	150.00
10	lin. ft.	18" Concrete Pipe	4.00	40.00
14	lin. ft.	24" Concrete Pipe	6.00	84.00
14	cu. yds.	Class "A" Concrete in Box Culvert	80.00	1,120.00
1,620	lbs.	Metal Reinforcement in Box Culvert	0.15	243.00
140	sq. yds.	Riprap	10.00	1,400.00
630	cu. yds.	3" - 3/4" Rock in Base	3.50	2,205.00
220	cu. yds.	3/4" - 0" Rock in Base	5.00	1,100.00
30	M-gals.	Sprinkling	5.00	150.00
		Subtotal		$14,188.00
		10% Engr. & Cont.		1,418.80
		Total		$15,606.80

Bridge (Sta. 252+90 to 253+50)

440	lin. ft.	Concrete Piling	$ 6.00	$ 2,640.00
20	only	Drive Piles	65.00	1,300.00
75	cu. yds.	Class "A" Concrete	70.00	5,250.00
13,000	lbs.	Metal Reinforcement	0.12	1,560.00
140	lin. ft.	Metal Rail	10.00	1,400.00
All Required		Remove Old Bridge		1,000.00
		Subtotal		$13,150.00
		10% Engr. & Cont.		1,315.00
		Total		$14,465.00

Length of Roadway	0.253 mile
Length of Bridge	0.012 mile
Total Length	0.265 mile
Cost per mile, Roadway	$61,686.95

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	$15,406.00	$ 7,266.00	$ 8,340.00
[redacted]	[redacted]	[redacted]	[redacted]
	$30,071.00	$14,000.00	$16,071.00

NORTH PO DEL RIVER BRIDGE SECTION

PROJECT NO. S-22 (3)

All necessary rights of way have been acquired for this project.

H. H. BALDOCK
State Highway Engineer

By

S. K. Probert
Office Engineer

March 3, 1948

S-23
(1947)

See FAS 488
Union Co.
for companion agreement/Res

October 8, 1947

Honorable Chas. L. Baird
County Judge of Baker County
Baker, Oregon

My dear Judge:

The State Highway Commission is planning to call for bids, on October 22, for construction of a bridge over the North Powder River and 0.25 mile of road construction, on the North Powder River Road in Baker and Union Counties.

In connection therewith, the Public Roads Administration will require that a maintenance agreement and a resolution relative to encroachments and traffic be approved and adopted by the County Court of Baker County, before a contract can be awarded.

We have, therefore, prepared eight copies of a maintenance agreement which provides that Baker County will maintain approximately 820 feet of the North Powder River Road after the project has been completed; also, seven copies of a resolution which provides certain regulations with regard to traffic and encroachments.

If approved by the county, the court should sign all copies of the resolution and maintenance agreement, and have the signatures attested by the county clerk. All copies of the maintenance agreement should be returned to the Oregon State Highway Department, attention of Oscar Cutler, and a copy will be returned to the county after they have been executed by the Highway Commission. One copy of the encroachment resolution may be retained at this time for the county's records, and the remaining copies should be returned to this Department.

A blueprint copy of the plans for the above project is also enclosed, for the information and records of the county.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

MS
Encl.

345 - 488.

October 8, 1947

Honorable Chas. E. Baird
County Judge of Baker County
Baker, Oregon

My dear Judge:

Plans for the proposed bridge construction project over the North Powder River on the North Powder River Road in Baker and Union Counties, indicate that the approach to the bridge will not exactly follow the old road.

As this is also Federal Aid Secondary Highway No. 488, the Public Roads Administration will require that the county approve the proposed change.

We are, therefore, sending you, under separate cover, seven copies of a map, sheet 2 of the General Highway Map of Baker County, for the approval and signatures of the county court. If the county approves, it would be appreciated if all seven copies could be signed and six copies returned to this Department.

It would also be appreciated if a letter could be prepared, in duplicate, addressed to the Oregon State Highway Commission, attention of Oscar Cutler, indicating the county's approval.

Upon receipt of the maps and letter, copies will be forwarded to the Public Roads Administration in Portland.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Engineer, County and City Relations

mm

No letter sent by County approving the change - map only (attached)

488
N
Powder
Burnt
River
Little
Anthony
Creek
Indian
Flat
Dutch
Butte
Ranch
Hill
Mine
Road
Trail
Ridge
Canyon
Lake
Mountains
Meadow
Fork
North
Pine
Cedar
Rock
Willow
Hunt
Gulch
Spring
Basin
Valley
Baker
Haines
Sumpter
Richland
Halfway
Cornucopia
Pine Valley
Oxbow
Hells Canyon
Wallowa
Whitman
National
Forest
Wilderness
Area
Park
Refuge
Monument
Reservoir
Dam
Bridge
Ferry
Airport
Cemetery
Church
School
Mine
Lookout
Tower
Ranger
Station
Campground
Picnic
Area
Trailhead
Boat
Ramp
Golf
Course
Ski
Area
Hot
Springs
Fish
Hatchery
Historical
Site
Scenic
Viewpoint
Waterfall
Cave
Natural
Bridge
Petroglyph
Pictograph
Ghost
Town
Abandoned
Railroad
Power
Line
Pipeline
Fence
Gate
Cattle
Guard
Bridge
Ford
Ferry
Dock
Boat
Launch
Swimming
Area
Beach
Dune
Sand
Gravel
Pit
Quarry
Oil
Well
Gas
Well
Tank
Farm
Refinery
Pump
Station
Compressor
Station
Meter
Station
Valve
Station
Regulator
Station
Odorizer
Station
Storage
Tank
Gasoline
Station
Restaurant
Motel
Hotel
Resort
Lodge
Cabin
Camp
Trailer
Park
Tent
Camp
Picnic
Table
Fireplace
Shelter
Toilet
Drinking
Water
Telephone
Radio
Tower
Microwave
Tower
Satellite
Dish
Antenna
Array
Transmitter
Building
Control
Building
Office
Building
Warehouse
Garage
Shop
Yard
Parking
Lot
Helipad
Helicopter
Landing
Pad
Runway
Taxiway
Apron
Hangar
Control
Tower
Terminal
Building
Fuel
Truck
Baggage
Cart
Tug
Aircraft
Tie-Down
Windsock
Beacon
Light
Obstruction
Light
Navigation
Light
Buoy
Channel
Marker
Jetty
Breakwater
Seawall
Groin
Pier
Wharf
Dock
Boathouse
Shipyard
Drydock
Marina
Boat
Slip
Mooring
Buoy
Anchorage
Area
Restricted
Area
Danger
Area
Prohibited
Area
Military
Reservation
Boundary
Line
Property
Line
Survey
Monument
Benchmark
Triangulation
Station
Spot
Elevation
Contour
Line
Index
Contour
Intermediate
Contour
Depression
Contour
Hachures
Hill
Shading
Relief
Shading
Water
Shading
Swamp
Marsh
Wetland
Mangrove
Coral
Reef
Kelp
Bed
Seagrass
Bed
Rocky
Shoreline
Sandy
Shoreline
Muddy
Shoreline
Tidal
Flat
Mudflat
Salt
Flat
Salt
Pan
Alkali
Flat
Playa
Lake
Intermittent
Lake
Reservoir
Intermittent
Reservoir
Pond
Intermittent
Pond
Stream
Intermittent
Stream
Canal
Ditch
Aqueduct
Flume
Penstock
Siphon
Tunnel
Culvert
Storm
Drain
Wash
Arroyo
Gully
Ravine
Canyon
Gorge
Cliff
Escarpment
Slope
Ridge
Saddle
Pass
Gap
Notch
Peak
Mountain
Volcano
Crater
Lava
Flow
Lava
Tube
Fissure
Sinkhole
Karst
Topography
Glacier
Moraine
Snowfield
Permanent
Snowfield
Intermittent
Snowfield
Firn
Field
Ice
Field
Ice
Shelf
Iceberg
Pack
Ice
Drift
Ice
Fast
Ice
Polynya
Lead
Ice
Ridge
Pressure
Ridge
Hummock
Ice
Floe
Ice
Island
Ice
Edge
Ice
Front
Calving
Face
Crevasse
Bergschrund
Serac
Ice
Cave
Subglacial
Lake
Subglacial
Stream
Englacial
Stream
Supraglacial
Stream
Supraglacial
Lake
Ice
Dome
Ice
Sheet
Ice
Cap
Ice
Field
Ice
Stream
Outlet
Glacier
Valley
Glacier
Cirque
Glacier
Piedmont
Glacier
Tidewater
Glacier
Floating
Glacier
Ice
Tongue
Ice
Shelf

488

45°

117°40'

Riverdale Hill 3979'

THIEF VALLEY NATIONAL WILDLIFE REFUGE

Thief Valley Reservoir

3866'

To North Powder

To Pendleton

R. 39 E.

R. 40 E.

R. 41 E.

R. 42 E.

UNION COUNTY

To Union

Magpie Pk. 4381'

Coyote Point 3870'

HAINES

Table Mtn 3500'

KEATING

Baker

Powder

Burnt

Snake

Sutt Creek

Lower

Pine Valley

Wallowa-Whitman National Forest

APPROVED October 14, 1941.

COUNTY COURT OF Baker COUNTY

BY Chas E Baird
COUNTY JUDGE

P M Bishop
COUNTY COMMISSIONER

Geo B Saunders
COUNTY COMMISSIONER

LEGEND

NOTE -- ELIMINATED
PARTS SHOWN IN ORANGE

TRAFFIC VOLUME

FIGURES PARALLELING ROAD BAND ARE THE 1941 ANNUAL DAILY TRAFFIC VOLUMES AND APPLY TO THE SECTION OF ROAD BETWEEN ROAD JUNCTIONS AS SHOWN.

GENERAL HIGHWAY MAP

BAKER COUNTY
OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT
IN COOPERATION WITH THE
U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DATA OBTAINED FROM
STATE-WIDE HIGHWAY PLANNING SURVEY

SCALE

1936
REVISED 1939

118°00'
45°00'
117°45'

SHEET 2 OF 4 Polyconic Projection

BAKER COUNTY

ARRANGEMENT OF SHEETS
FOR
BAKER COUNTY

LEGEND

APPROVED October 14, 1947

COUNTY COURT OF Baker COUNTY

BY Chas E Baird
COUNTY JUDGE

P M Bishop
COUNTY COMMISSIONER

Geo B Saunders
COUNTY COMMISSIONER

NOTE -- ELIMINATED
PARTS SHOWN IN ORANG

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FOR FILING
3-22(3)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

September 30, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-22(3), North Powder River Bridge Section of the North Powder River Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Copies of the usual resolution regarding encroachments, etc. must be submitted prior to preparation of the project agreement.

Very truly yours,

T. M. DAVIS
District Engineer.

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STATE HIGHWAY COMMISSION

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S-22(3)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

September 26, 1947.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Form PR-9 forwarded with Mr. Probert's letter of September 25 and requesting increased scope of work to include approaches to the North Powder River Bridge under Oregon Project S-22(3).

We are advised that the revision in work will in this case be approved as a minor program revision at such time as P.S.& E. are presented for the project.

While increase in length and scope of work are involved in this instance, it has been decided that the proposed additional work is not of sufficient magnitude as to justify its being classed as a major revision and thus requiring the processing of Form PR-9.

Very truly yours,

T. M. DAVIS
District Engineer.

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SEP 29 1947
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STATE HIGHWAY COMMISSION

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FOR FILING
S.22(3)

September 26, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of estimate and four copies of right of way statement to accompany plans and specifications for the North Powder River Section, Project No. S-22 (3).

Six bid proposals and six sets of blue line plans are being sent under separate cover.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWM:GS

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-22 (3)

NORTH POWDER RIVER BRIDGE SECTION OF THE NORTH POWDER RIVER ROAD IN BAKER AND UNION COUNTIES

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 26, 1947

Roadway (Sta. 245+00 to 259+00)

All Required		Clearing and Grubbing		~~$ 500.00~~ 1200.00
14	cu. yds.	Trench Excavation, Unclassified	$ 4.00	56.00
8,300	cu. yds.	General Excavation, Unclassified	0.80	6,640.00
0.25	mile	Finishing Roadbed and Slopes	600.00	150.00
10	lin. ft.	18" Concrete Pipe	4.00	40.00
14	lin. ft.	24" Concrete Pipe	6.00	84.00
14	cu. yds.	Class "A" Concrete in Box Culvert	80.00	1,120.00
1,620	lbs.	Metal Reinforcement in Box Culvert	0.15	243.00
140	sq. yds.	Riprap	~~8.00~~ 70-	1,120.00
630	cu. yds.	3" - 3/4" Rock in Base	3.50	2,205.00
220	cu. yds.	3/4" - 0" Rock in Base	5.00	1,100.00
30	M-gals.	Sprinkling	5.00	150.00
			Subtotal	$13,408.00
			10% Engr. & Cont.	1,340.80
			Total	$14,748.80

Bridge (Sta. 251+90 to 252+50)

440	lin. ft.	Concrete Piling	$ 6.00	$ 2,640.00
20	only	Drive Piles	65- 50.00	1,000.00
75	cu. yds.	Class "A" Concrete	70- 60.00	4,500.00
13,000	lbs.	Metal Reinforcement	.12 0.10	1,300.00
140	lin. ft.	Metal Rail	10.00	1,400.00
All Required		Remove Old Bridge		1,000.00
			Subtotal	$11,840.00
			10% Engr. & Cont.	1,184.00
			Total	$13,024.00

Length of Roadway	0.253 mile
Length of Bridge	0.012 mile
Total Length	0.265 mile
Cost per mile, Roadway	$58,295.65

3,000 ~

SUMMARY OF FUNDS

Item	Total Cost	FAS Funds	State Funds
Roadway	$14,748.80	$ 7,435.00	$ 7,313.80
Bridge	13,024.00	6,565.00	6,459.00
	$27,772.80	$14,000.00	$13,772.80

NORTH FORK RIVER BRIDGE SECTION

PROJECT NO. S-22 (3)

While negotiations for rights of way are in progress, three parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed that all necessary rights of way can be made fully available within twenty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

September 26, 1947

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S-22(3)

September 25, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of PR-9 covering program change for the North Powder River Bridge, Project No. S-22 (3).

This project as programmed provided for construction of the bridge alone, the inclusion of the road approaches being inadvertently overlooked when the project was originally programmed. The purpose of the enclosed form PR-9 is to request the inclusion of these approaches in the project.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

JWH:GS

Encl.

FR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

September 25, 1947
(Date)

The following major program change of the individual project is requested:

Oregon (State) — 1947 F.Y. Federal Aid Secondary Highway Program (Previous Program) — January 22, 1947 (Date of Approval)

COUNTY Baker and Union — FA or FAS Route No. FAS 488

	Item No.	Project No.	Termini	Class of Work	Project Cost: Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	2	S-22(3)	Crossing of N.Powder River 4.7 mi. S.W. of North Powder	Survey-Plans					
				Right-of-Way					
				Construction	25,000	14,000	11,000		
				Total	25,000	14,000	11,000	.010	Bridge, 2-lane
Requested Revision	2	S-22(3)	Same	Survey-Plans					
				Right-of-Way					
				Construction	25,000	14,000	11,000		Gr., Dr., Bridge, 2-lane low-type surfacing
				Total	25,000	14,000	11,000	0.265	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: To include in project short road approaches to connect new structure to existing highway

Recommended for approval: District Engineer (date)

Approval Requested: 9/25/47 — E. H. Prebert, Office Engineer

Recommended: Division Engineer (date)

Approved: Acting Commissioner (Date)

P-3866

S-216(2) Yellow Cr.-Calaypooya Cr. 1948
Sec., Elkton-Sutherlin Secon.
#2997 Hwy. [redacted]

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H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIPPLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 23, 1955

NOTED
State Highway Engineer

Mr. Ben R. Chandler, Chairman
State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds, Member
State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
State Highway Commission
225 S. W. Broadway
Portland, Oregon

Re: Institution of case of C. J. Eldon v. State of Oregon, by and through its State Highway Commission

Gentlemen:

On February 8, 1955, Mr. H. B. Glaisyer, Secretary for the State Highway Commission, was served with summons and complaint in the above suit. The basis of the suit is as follows:

Shortly prior to October 21, 1952, the Highway Commission called for bids for the construction of the St. Joseph Undercrossing Unit of the Lafayette-N. Yamhill River Section of the Pacific Highway West in Yamhill County. Bids were submitted by C. J. Eldon, the General Construction Company, and Fred H. Slate Company. The bid of C. J. Eldon in the amount of $103,322.50 was the low bid and was accepted by the Commission. A contract was awarded to C. J. Eldon on October 21, 1952. During the course of the construction of the project the State Highway Engineer prepared and furnished monthly estimates of the quantities of work performed by C. J. Eldon. Objections and exceptions to these estimates were made by C. J. Eldon and filed with the State Highway Department. On November 18, 1953, the State Highway Engineer prepared and submitted to C. J. Eldon a final estimate showing that the total sum of $105,149.75 had been earned by C. J. Eldon and that the sum of $7,397.34 was unpaid and due and owing C. J. Eldon. The final estimate of the Engineer contained an item of 48.5 cubic yards of structural excavation. C. J. Eldon contends that in fact he is entitled to compensation for 695.4 cubic yards of structural excavation at $12.00 per cubic yard, amounting to a total of $8,344.80.

The basis of the controversy is the question of what constitutes "structural excavation". Following receipt of objections from C. J. Eldon the final estimate has been studied and reviewed, and it was

concluded that the final estimate originally prepared by the State Highway Engineer was correct in all particulars and should not be revised. Mr. Eldon was advised of this decision. Whereupon he instituted suit to force revision of the Engineer's final estimate in accordance with his contentions.

The matter is being studied by this office in cooperation with the Engineering Department and appropriate action for the defense of the suit will be taken.

Yours very truly,

C. W. ENFIELD
Chief Counsel

RLM/mlk
cc: Mr. R. H. Baldock
Mr. H. B. Glaisyer
Mr. Robert Y. Thornton
Mr. G. S. Paxson
Mr. C. H. Maison

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FORM E-BOX—80.000—10-54
S-216(a)
2997

Salem, Oregon
June 9, 1955

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C. J. Elden
vs.
State of Oregon

Mr. C. W. Enfield
Chief Counsel

T@Office

SUBJECT: Case No. 19-461
Our file: L-2356
St. Joseph Undercrossing
Pacific Highway West

Dear Mr. Enfield:

I have just had an opportunity to read the report of May 21 to the Commission concerning the Elden case which was tried on May 18.

One thing which I should like to add to my original report is that although the State did not prevail in this case, in my opinion such fact was in no way attributable to the way in which our witnesses testified. Testimony was given by John Petty, Resident Engineer in this project, and G. S. Paxson. The testimony of both Mr. Petty and Mr. Paxson was clear, frank, prompt and comprehensive. I have examined many of our resident engineers in the numerous cases which we have had in the last three years and I have extreme difficulty in recalling any resident engineer testifying with the ability demonstrated by Mr. Petty.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By

RALPH WYCKOFF

RWiap

cc: Robert L. May, Jr.
G. S. Paxson

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JUN 10 1955
OFFICE OF
CHIEF COUNSEL

NOTED
G. S. PAXSON

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FORM E-153 5000 REVISED 2-54

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COMMISSIONERS
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M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

December 13, 1954

Mr. A. W. Murray, Attorney
United States Fidelity & Guaranty Co.
406 Central Building
Seattle 4, Washington

Re: Suspense No. 410-Sprague-McDowell

Dear Mr. Murray:

Mr. H. B. Glaisyer, Secretary for the Commission, has referred to this office your letter of December 6, 1954, relative to the above matter, in which letter you refer to a recent decision of the Oregon Supreme Court.

The case to which you refer is that of Elden v. Chandler, which was decided on October 20, 1954, and is published in 59 Adv. Sh. 263. As Mr. Glaisyer advised you, that decision does not compel the Highway Commission to make final payment in connection with any State Highway contract before claims are satisfied. The case arose when the plaintiff, a contractor for the State, objected to the final estimate of the State Highway Engineer. Action was instituted for the purpose of revising this final estimate and the plaintiff was successful in the lower court. The judgment of the lower court provided for no interest on the amount awarded to the plaintiff, and the plaintiff appealed to the Supreme Court contending that he was entitled to interest. The Supreme Court sustained his contention with respect to the matter of interest.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By

ROBERT L. MAY, JR.
Assistant Counsel

NOTED
H. B. GLAISYER

RLM:avh
cc - H. B. Glaisyer

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 18, 1954

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

You will recall that as a result of the decision in the case of Eldon v. Chandler, this office has been researching the problem for the purpose of devising a modification of our standard specifications which will provide more effective liquidated damages in the event the contractor fails to complete the contract on time, and for the further purpose of devising a procedure which will assure that contractors objecting to the final estimate make their objections or claims known promptly so that the State will not be required to pay interest upon monies due and owing. I am attaching hereto a copy of a proposed modification of standard specifications relative to the time of the completion of contracts and liquidated damages, and also a proposed modification relative to the making of the final estimate and final payment. In order that you may consider these proposed modifications in light of provisions in use by other states, I am attaching extracts from standard specifications of other states relative to the two subjects.

After you have had an opportunity to consider the proposed modifications, I will appreciate your recommendations and suggestions so that we may place the modifications in use as soon as possible.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

HLM:avh
cc - W. C. Williams
W. W. Stiffler
G. S. Paxson
S. H. Probert
H. G. Smith

REFERRED TO
M. Williams
By State Highway Engineer
By State Highway Engineer

I found this buried in my desk. Will you please advise me about it.

EXTRACTS FROM STANDARD SPECIFICATIONS OF VARIOUS STATES

The following list is made up of extracts from standard specifications of various states. The list covers, 1. preparation of final estimates, 2. payment of final estimates, and 3. release of the contractor.

CALIFORNIA, Standard Specifications, January, 1949.

In dealing with the subject measurement and payment the California specification states at Section 9 subsection G, Page 55:

"Within thirty days after the completion of the work and its acceptance by the Director of Public Works, the engineer will make a proposed final estimate in writing of the quantities of work done under the contract and the value of such work and will submit such estimate to the contractor. Within thirty days thereafter the contractor shall submit to the engineer his written approval of said proposed final quantities or a written statement of all claims which he has for additional compensation claimed to be due under the contract.

On the contractor's approval or if he files no claims in said period of thirty days, the engineer will issue a final written estimate as submitted to the contractor and the State of California shall pay the entire sum so found to be due after deducted therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract.

If the contractor within said period of thirty days files claims, the engineer will issue the semifinal estimate the proposed estimate submitted to the contractor and the state will within thirty days pay the sum found due thereon after deducting all prior payments and all amounts to be kept and retained under the provisions of the contract. The engineer shall then consider and investigate the contractor's claims and shall make such revisions in the said estimate as he may find to be due, and shall then make and issue his final estimate. The state will pay the amounts so found due, after deducting all previous payments and amounts to be retained under the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate in payment.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the semifinal estimate will be due with thirty days from the date the same is issued by the engineer. Payment on the final estimate is due within thirty days from the date the same is issued."

COLORADO, Standard Specifications for Road and Bridge Construction, June 1, 1952.

In reference to acceptance in final payment, the specifications state at Section 9.7.1 at Page 41:

"Whenever in the opinion of the engineer, the contractor shall have completed the work in accordance with the terms of the contract, the engineer shall make a final inspection of the work, and upon completion of all necessary repairs or renewals,

he shall prepare an estimate for final payment, all prior estimates upon which payments may have been made being merely partial estimates and subject to correction in the final estimate, final payment, based on the final estimate, and subject to all provisions of these specifications, shall be made only after the contractor has indicated in writing his acceptance of such final payment as full and complete compensation and has released the party of the first part from all claims arising from the prosecution of the work under the contract.

In Section 8.9.1 on Page 37 the specifications go on to say, "This contract will be considered complete when all work has been finished, the final inspection made and the work accepted by the engineer and all claims for payment of labor, material, or services of any kind used in connection with the work have been settled for by the contractor or his surety. The contractor will then be released from further obligation expect as set forth in the surety bond."

FLORIDA, Standard Specifications for Road and Bridge Construction, April 1, 1954.

In discussing the subject acceptance and final payment, the specifications state in Section 9.8 at Page 48:

"Whenever the improvement provided for under this contract shall have been completely performed on the part of the contractor, and the final inspection and final acceptance had been duly made by the engineer as provided in Articles 5.10 and 5.12, and subject to the terms of Article 8.9, a final estimate showing the value of the work will be prepared by the engineer as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the contractor within thirty days after the final estimate has been approved by engineer, provided that the contractor has properly maintained project as hereinbefore specified, and provided he has furnished to the department a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done under this contract. And further provided that the surety on the contract bond shall consent to such final payment and shall agree that the making of payment on such final estimates shall not relieve the surety of any of its obligations under said bonds." Section 8.9 is concerned with termination of the contractor's responsibility. It states on Page 43, "This contract will be considered complete when all work has been completed and accepted by the engineer. The contractor will then be released from further obligation except as set forth in his bond, and except as provided in Article 7.17."

IDAHO, Standard Specifications for Road and Bridge Construction, Edition of 1950.

In discussing acceptance and final payment, Section 109.10 states at Page 59,

"Final acceptance is stipulated to mean final acceptance by the engineer and commissioner.

Whenever the improvement provided for by the contract shall have been completely performed on the part of the contractor, and all parts of the work have been approved by the engineer and accepted by the commissioner, a final estimate showing the value of the work will be prepared as soon as the necessary measurements and computations can be made. This final estimate will be submitted to the contractor for his approval and signature. The execution of the certificate on the final estimate claim by the contractor shall constitute full acceptance by him of the total amount shown as entire

payment for the amounts due him under the contract, and by this action the contractor shall be estopped from filing any claim whatever under the contract. If the final estimate as submitted is not acceptable to the contractor he shall, within a period of thirty days, file with the department the written statement setting forth his claims for adjustment. Failure on the part of the contractor to file such a statement within thirty days after receipt of the final estimate shall contitute evidence of his agreement to the quantities set forth, and he shall have no further claim against the department, except as indicated in the final estimate of quantities. The amount of this estimate less any sums that have been deducted or retained under the provisions of the contract will be paid to the contractor by the issuance of warrants of the State of Idaho covering said amount due, as soon as practicable after the final acceptance; provided, that before such final payment, the commissioners shall require from the contractor satisfactory proof that all debts due for labor, materials, supplies, or goods of any kind used in or upon the work done by the contractor or the subcontractors have been paid in full.

Prior to payment of the final estimate the department shall advertise in a newspaper of general circulation in county where the work is performed, notifying claimants to file an itemized statement of their claims with the department within a period of ninety days after the date of completion. The department shall hold a sufficient sum of the moneys due the contractor, or a bond, to assure payment of all claims.

The acceptance by the contractor of the last payment as aforesaid shall operate as and shall be a release to the state from all claims or liability under this contract for anything done or furnished or relating to the work under this contract, or for any act of neglect of said state or its agents relating to or concerned with this contract."

IOWA, Standard Specifications for Construction****and Maintenance Work on Primary Road System, Series of 1952.

Section 1109.15 sets forth a time limit for final adjustment.

"It is understood that the contracting authority shall not be bound to consider applications for correction of estimates and payments after the contractor has signed his final estimate, or after thirty days from the date when the final estimate is submitted to the contractor for his approval."

Section 1109.10 concerned with the acceptance and final payment states at Page 42:

"Final acceptance is stipulated to mean a written acceptance by the contracting authority. The contracting authority shall make final acceptance promptly upon the satisfactory completion of the work. Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of the claims."

Section 1109.13 sets up an arbitration system at Page 43:

"The contractor shall not institute any proceedings at law to secure payment for labor performed, or materials furnished, or both, under this contract until the claim therefor shall have been rejected by the contracting authority and submitted to a board of arbitration as hereinafter provided.

The contractor may at any time within sixty days after the contracting authority's acceptance of the work for which he claims to have furnished material or performed labor, serve a written demand upon the contracting authority to submit his claim, or claims, to a board of arbitration, as herein provided. Said board of arbitration, shall consist of three perons; one to be chosen by the contracting authority, one by the contractor, and the third by the two arbitrators thus chosen. The board of arbitration shall make its own rules of procedure and shall have authority to****."

NEW MEXICO, Standard Specifications for Road and Bridge Construction, Edition of 1954.

In dealing with acceptance and final payment, Article 9.7 states at Page 52:

"Acceptance is provided herein to mean final acceptance by the engineer and payment of the final estimate to the contractor. It is agreed by the contractor that all previous current estimates and partial payments are subject to correction in the final estimate and payment. When the engineer shall have satisfied himself that the work is completed as a whole under the provisions of the plans, specifications, special provisions and contract, and that all provisions hereinbefore specified have been complied with, he will approve final estimate for payment. The acceptance of payment of said final estimate by the contractor shall be considered notice to the contractor and to his surety of the completion of the work, and evidence that he has no claims for any additional compensation whatsoever.

Before release of final payment, the contractor will be required to furnish the engineer with a sworn statement that all bills against the work, as per Article 9.2, have been paid."

NEW JERSEY TURNPIKE AUTHORITY, Standard Specifications, Second Edition, August, 1950.

In dealing with the subject payment Section 1.8.5 states at Page 1-32:

"When the project is completed and accepted by the authority, the final certificate of cost of the project will be made by the engineer, based on the actual quantities of authorized work done under each item scheduled in the proposal and under supplementary agreements, if any, at the unit price or prices stipulated therein, and when this final certificate is approved, the money due the contractor for the performance of the project as determined by the final certificate, after deduction of previous monthly payments on account, and liquidated damages, if any, will be paid to the contractor, provided however, that before such final payment is made the following requirements shall be satisfied: (a) there shall be no outstanding claims against the contractor filed with the authority, (b) the contractor shall have paid all due obligations and shall have furnished, when directed by the engineer, receipted bills or other satisfactory evidence that all obligations incurred by him and by his subcontractors in carrying out the project have been satisfied, and (c) the contractor shall have delivered a bond as hereinafter provided in Article 1.8.7.****"

Before final payment will be made contractor shall execute and deliver a release substantially in the following form: "In consideration of the above payment we hereby release the New Jersey Turnpike Authority and its employees and agents from all claims and liabilities from whatsoever nature for anything done or furnished or in any manner growing out of the doing of the work.

The acceptance by the contractor of payment of said final or semifinal certificates shall operate as and shall be a release to the authority and its agents from all claims of or liability to the contractor for anything done or furnished for or

relating to the project, or any act or neglect of the authority of any person, relating thereto, except that in the case of semifinal certificate being paid as above described the contractor has the right and is obligated to continue and complete the project when notice to resume has been received by him."

NEW YORK, Public Works Specifications, January 2, 1951.

In discussing the subject final estimate, the specifications state at page 57:

"The final estimate will not be completed until all work required under the contract has been satisfactorily completed, all claims presented and all accounts for extra work and materials have been rendered, considered, and, if agreed to, made a part of such final estimate.

The superintendent will approve a voucher for final payment based on the final estimate as prepared and approved by the district engineer, less previous payment and any and all deductions authorized to be made by the superintendent under the contract. Payment pursuant to such final voucher less any deductions authorized to be made by the comptroller under the contract shall contitute the final payment and shall be made by the comptroller."

"The acceptance by the contractor, or anyone claiming by or through him, of the final payment shall contitute and operate as a release to the state from any and all claims of any liability to the contractor for anything theretofore done or furnished for or related to or arising out of the work done thereunder, and for any prior act, neglect, or default on the part of the state or any of its officers, agents, or employees, excepting only a claim against the state for the amounts deducted or retained in accordance with the terms and provisions of the contract, and excepting a claim for delay or one arising from 'disputed work' as set forth in a preceding paragraph and filed in a signed statement form with the superintendent.

The contractor is warned that the execution by him of a release in connection with the acceptance of the final payment, containing language purporting to reserve claims other than those herein specifically accepted, or for claims for amounts deducted by the comptroller, shall not be effective to reserve such claims, not withstanding anything stated to the contrary, orally or in writing by any officer, agent or employee of the state.

Should the contractor refuse to accept the final payment as tendered by the comptroller it shall contitute a waiver of any rights to interest thereon."

In connection with alleged claims the specifications state at Page 56:

"Upon the completion and final acceptance of the work and a submission of a final estimate to him for signature, the contractor shall submit a written verified statement of any and all alleged claims against the state, in any way connected with or arising out of the contract. If the alleged claim be one for extraordinary delay, such verified statement shall set forth the alleged cause of each such delay, the period or periods of time, giving the dates when the contractor claims the performance of the work, or a particular part thereof, was delayed, and an itemized statement of the amount claimed for each such delay. He shall also submit at this time a verified statement regarding any claim arising from 'disputed work', and nothing contained in this is intended to or shall relieve the contractor of complying with instruction regarding the establishing of daily records in connection with such 'disputed work'. The contractor is warned that unless claims are set forth as herein required, the contractor upon acceptance of final payment will have waived any such claim."

NORTH CAROLINA, Standard Specifications for Roads and Structures, January 1, 1942.

In considering the subject of acceptance and final payment, Section 9.6 states at Page 40:

"Whenever the improvement provided for by the contract shall have been completely performed on the part of the contractor, and all parts of the work have been approved and accepted by the engineer, according to the contract, and the final inspection made, a final estimate showing the value of the work will be prepared by the engineer as soon as the necessary measurements and computations can be made. The amount of this estimate, less any sums that may have been deducted or to be deducted under the provisions of the contract, and less all previous payments, will be paid to the contractor as soon as practicable after final acceptance by the engineer, provided that the contractor has properly maintained the project as hereinbefore specified, and provided that the contractor has furnished to the commission, on the form required, a sworn affidavit to the effect that all bills for salaries or wages due by or for material furnished to said contractor in or about said project are paid and no suits are pending, and provided further that the contractor has furnished to the commission a letter stating whether or not he has any claims against the commission on the work. In the event any claims are filed, adjustments shall be made of same, before the final estimate is paid to the contractor.

The acceptance by the contractor of the last payment as aforesaid shall operate as and shall be a release to the commission, the engineer, and other members or agents thereof from all claims of liability under this contract for anything done or furnished or relating to the work under this contract, or for any act or neglect of said commission, engineer, or any of its agents or employees relating to or connected with this contract."

OHIO, Construction and Material Specifications, January 1, 1953.

In considering the subject measurement of quantities, the specifications state Section G-9.01 at Page 24:

"For all other than lump sum contracts after an item of the work is completed and before final payment is made therefor, the engineer will determine the quantities of various items of work performed, as the basis for final settlement. The contractor, in case of unit price items, will be paid for the amount of work performed in accordance with these specifications as shown by the final measurement.

All work completed under the contract shall be measured by the engineer according to the United States Standard Measures,****"

Section G-9.09 dealing with final inspection states at Page 28, "When the work has been completed to the satisfaction of the division engineer he shall so notify the director who will, in general within ten days unless otherwise provided make the final inspection."

In dealing with the subject of acceptance and final payment, Section G-9.10 states at Page 28:

"Before the final estimate is allowed the director may require the contractor to submit an affidavit for each and every subcontractor showing that all claims and obligations arising in connection with the performance of his portion of the contract have been satisfactorily settled. The improvement shall be inspected by the director,

and if he finds the work is completed according to the contract, there shall be issued certificates of the amount of work done and the contractor shall receive the balance due on the contract. It is expressly stipulated that the State of Ohio shall make final acceptance and payment promptly after the contract has been fully completed and final inspection made. No payment shall be made for any unauthorized work. The date of approval of the final estimate by the Director of Highways or by the First Assistant Director shall be the date of the acceptance of the project."

PENNSYLVANIA, Specifications, 1954.

In considering the subject of acceptance and final payment Section 1.9.8 states at Page 56:

"Subsection (1) upon completion of all work under the contract, the engineer shall make an inspection and he shall certify completion of said work in a completion certificate to the secretary, which will be approved by him. Thereupon the secretary shall notify the contractor and the surety of the satisfactory completion of the project.

The engineer will compute the entire amount of each item of work performed and the contract value thereof, and will notify the contractor of the amounts for each item, including all additions to and deductions from the contract quantities for each item of work, all other legal and equitable additions and deductions to be made, and the net total amount of the final certificate computations. The engineer will request from the contractor written acceptance of, or exception to, these final certificate computations.

It shall be the duty of the contractor, within ten days from the date the final certificate computations, or revised computations, as the case may be, are submitted to him, to notify the engineer, in writing, of his acceptance or rejection of the same.

Upon receipt of written acceptance of the computations, or revised computations, as the case may be, from the contractor, or upon failure of the contractor to accept or reject the final certificate computations, or revised computations, within the time designated as aforesaid, the chief engineer shall certify to the secretary, in the final certificate, the entire amount of each item of work performed, the value thereof, and all legal and equitable additions and deductions, whereupon the secretary shall certify to the auditor general the amount due in final payment on the contract.

The date on which the Secretary of Highways, through his authorized representative, notified the contractor of the final certificate computations, or revised computations, as the case may be, shall be the date from which the time limit shall begin to run for the submission of claims to the board of arbitration of claims named in the contract, and for such purpose shall be the date of completion of the contract.

No claim will be entertained by the board of arbitration of claims unless such claim is presented within three months from the date of the notification, above, and before final payment is made. This being as provided in Act 379, approved June 26, 1939, P. L. 1081.****"

In discussing the question of presentation of contractor's claims, Section 1.9.9 states at Page 58:

"Neither the contractor nor the surety shall be entitled to present any claim or claims to the Secretary of Highways or to the board of arbitration of claims named in the contract either during the prosecution of the work or upon completion of the contract, for additional compensation for any work performed which was not covered by the

approved drawings, specifications and/or contract, or for any other cause, unless he or it shall have given the Secretary of Highways due notice of his or its intention to present such claim or claims as hereinafter designated; provided, however, that the contractor or his surety shall not be denied the right to present any claim which is based on differences in measurements or errors of computations which were not disclosed until preparation of final certificate.

The written notice, as above required, must have been given to the engineer prior to the time that the contractor shall have performed such work or that portion thereof giving rise to the claim or claims for additional compensation; or shall have been given to the engineer within ten days from the date the contractor was prevented, either directly or indirect y, by the department of highways or its authorized representatives, from performing any work provided by the contract, or within ten days from the happening of the event, thing or occurrence giving rise to the alleged claim."

Section 1.9.10 concerned with release of final payments states at Page 58, "The secretary may withhold payment of semifinal estimate or final certificate, pending the receipt of the application for release of final payments properly executed by the surety. The standard form attached to the contract should be executed and forwarded to the Department of Highways, Harrisburg, Pennsylvania, for the purpose of securing this release."

DELAWARE, Standard Specifications, January 1, 1954.

In considering the subject of acceptance and final payment specifications state at Section 75, Page 40:

"The engineer shall, as soon as practicable after the completion of the contract, make a final estimate of the work done thereunder and the value of such work, and the department shall pay the entire sum found to be due after deducting therefrom all previous payments, all amounts to be kept, and all amounts to be retained under the provisions of this contract. All prior partial estimates and payments shall be subject to correction in the final estimate payment.

The acceptance by the contractor of the last payment, as aforesaid, shall operate as and shall be a release to the State of Delaware, the department, the engineer, and his agents, from all claims of liability under this contract, for anything done or furnished or relating to the work under this contract, or for any act of neglect of the State of Delaware, the department, the engineer or his agents relating to or connected with this contract."

TERRITORY OF HAWAII, Standard Specifications for Road and Bridge Construction, January, 1951.

In dealing with the subject of acceptance and final payment, Section 9.7 states at Page 43:

"Final acceptance is stipulated to mean a written final acceptance by the engineer followed by final payment in accordance with the engineer's final estimate. It is expressly stipulated that the department shall make final acceptance and payment promptly after the contract has been fully completed and final inspection made. This final payment will not be made however until the contractor has submitted satisfactory evidence to the engineer that all claims of all persons, firms and corporations who have done work or supplied materials, tools, equipment, machinery or other commodities or services have been paid or satisfactorily secured.

In case such evidence is not furnished such amount as may be necessary to meet the claims of said persons, firms or corporations may be retained from monies due the contractor under this contract until the liability shall be fully and completely discharged or notice of such liability withdrawn.

No payment will be made for any work which was not authorized in writing."

INDIANA, Standard Specifications for Road and Bridge Construction, 1952.

In considering the subject of acceptance and final payment, Section A 907 states at Page 60:

"When, in the opinion of the engineer, the contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the engineer will prepare a final estimate for the work done and will furnish the contractor with a copy of it. Before final acceptance is made however, the contractor shall furnish receipts for all debts incurred in the prosecution of such work or give satisfactory evidence and assurances to the chairman that they have been paid. The chairman will then certify to the state auditor the balance due the contractor and said certificate will be deemed as acceptance of the work by the state.

If the contract is awarded on the basis of a combination proposal, as permitted by the specifications, final acceptance and final estimates and payments will be made as herein specified, on such individual bridge or section in compliance with Section 13, Chapter 18, 1933 Acts of the General Assembly."

MASSACHUSETTS, Standard Specifications for Highways and Bridges, 1953.

In considering the subject acceptance and final payment, Article 83 specifies at Page 60:

"The engineer shall, as soon as practicable after the satisfactory completion of the contract, make a final estimate of the amount of work done thereunder and the value of such work and the department shall, after the expiration of sixty five days from and after the day the work has been approved by the party of the first part forward to the contractor a copy of the final estimate together with an agreement form for his acceptance. After such acceptance has been filed with the business agent of the department payment of the entire sum will be made, so found to be due thereunder after deducting therefrom all previous payments and all amounts to be kept and all accounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment."

In dealing with the subject claims of contractor, Article 58 states on Page 45:

"All claims of the contractor for compensation other than as provided for in this contract on account of any act of omission or commission by the party of the first part or its agents must be made in writing to the engineer within one week after the beginning of any work or the sustaining of any damages on account of such act, such written statement to contain a description of the nature of the work performed or damages sustained; and the contractor shall, on or before the fifteenth day of the month succeeding that in which such work is performed or damages sustained, file with the engineer an itemized statement of the details and amount of such work or damages, unless such statement shall be made as so required, the contractor's claim for compensation shall be forfeited and invalid, and he shall not be entitled to payment on account of any such work or damage. The determination of the engineer shall be final

upon all questions as to the amount and value of such work, and the fact and extent of such damage. The acceptance by the contractor of the last payment made under the provisions of Article 83 shall operate as and shall be a release to the party of the first part and every member, agent and employee thereof, from all claim and liability to the contractor for anything done or furnished for, or relating to, the work, or for any act or neglect of the party of the first part or of any person relating to or affecting the work, except that claim against the party of the first part for the remainder, if any therebe, of the amounts kept or retained as provided in Article 57."

KANSAS, Standard Specifications for State Road and Bridge Construction, 1951.

In considering the subject acceptance and final payment, Section 9.10 specifies at Page 59:

"Whenever the contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the engineer shall make a final inspection of the entire work, and he shall certify in writing as to said completion and shall further certify as to the entire amount of each class of work performed and as to the compensation due the contractor therefor. The contractor shall sign the final estimate and shall furnish a sworn statement that all indebtedness has been paid in full as provided in the contract of bond. A release of the final estimate shall be secured from the surety. The engineer shall then approve the final estimate, after which the director or proper authority shall certify the amount of the aforesaid approved estimate for the payment. The acceptance by the contractor of the final payment shall be conclusive evidence of the release of the commission from any and all claims or liabilities on account of work performed or materials furnished under the contract."

TEXAS, Standard Specifications for Road and Bridge Construction, 1951.

In considering the question of acceptance and final payment, Section 9.7 specifies at Page 26:

"When the work provided for in the contract shall have been completed by the contractor, and all parts of the work have been approved and accepted by the engineer, a final estimate showing the amount of work and the amount due to the contractor under the contract will be prepared by the engineer. The amount of the final estimate, less any sums previously paid under the contract, will be paid to the contractor provided all claims filed with the commission have been satisfied."

UTAH, Standard Specifications for Road and Bridge Construction, 1952.

In considering the subject acceptance and final payment, Section 1-9.8 specifies at Page 57:

"When the final inspection and final acceptance have been duly made, a final estimate will be prepared by the engineer, based upon the actual quantities of authorized work done under each item scheduled in the proposal, under extra work or under supplementary agreements, if any, at the respective units of compensation applicable thereto under the contract, which estimate will show the total value of the completed work and the final payment due the contractor. All prior partial estimates shall be subject to correction in the final estimate and payment. The final estimate shall then be presented to the contractor for his approval and signature, and upon acceptance, submitted to the commission for its review and approval. Upon approval

by the commission, the amount due the contractor shall then be paid less any authorized penalties or deductions applicable under terms of the contract, and the contractor and his surety shall be notified of the commission's actions. Should the contractor be of the opinion that he is entitled to more or additional payments, he shall, within thirty days after the final estimate is submitted for his approval, file with the commissioner a full, complete and itemized written statement setting forth his claim for adjustments. All claims not itemized in said statement are waived by the contractor. If such claim is made by contractor, then he shall be entitled to receive only .7 of the retained percentage, as shown on the final estimate, and shall be entitled to receive the remaining amount due him after the commission has finally passed upon said claim. The acceptance by the contractor of the final payment as above shall operate as and shall be a release to the state, the commission, the engineer, their agents and employees from all claims of whatsoever nature under the contract."

VIRGINIA, Road and Bridge Specifications, April 1, 1954.

In considering the subject acceptance and final payment, Section 190.07 specifies at Page 49:

"When final inspection and final acceptance have been duly made by the engineer, as provided in Section 105.11, the engineer shall prepare the final estimate of the quantities of the various classes of work performed, and after the approval of such final estimate by the commissioner, there shall be paid to the contractor the entire sum due after deducting all previous payments and all other amounts to be retained or deducted under the provisions of the contract. All such final payments to become due and payable within ninety days after the final acceptance of the entire project, as provided under Section 105.11 and provided further that the contractor shall have filed such necessary certificates as may be required by the department.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment."

In considering the subject the commissioner as referee, Section 105.13 specifies at Page 30:

"To prevent all disputes and litigation, the commissioner shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done and materials furnished, under or by reason of the contract, and his estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the party thereto."

WASHINGTON, Standard Specifications, 1948.

Although the State of Washington does not have specific provisions for a final estimate, Section 9.08 implies that there shall be a final estimate made at Page 44:

"It is mutually agreed between the parties hereto that approval of the final estimate by signature thereon of the Director of Highways shall constitute an acceptance, on the date of such approval, of the work and materials included in the items comprising such final estimate, provided, however such approval shall not contitute an acceptance of any unauthorized work; that no payment made under this contract, except the final payment, shall be evidence of the performance of this contract, either wholly

or in part, and that no payment shall constitute an acceptance of unauthorized or defective work or of improper materials."

Likewise, there are no express provisions providing for the filing of claims by the contractor, however, Section 5.01 dealing with the authority of the engineer, implies that there would not be litigation except in the case of an arbitrary determination by the Director of Highways.

"It is understood by and between the parties hereto that the work included in the contract is to be done under the direct supervision and to the complete satisfaction of the Director of Highways, or his duly authorized representative, and that the decision of the Director of Highways as to the true contruction and meaning of the contract, plans, specifications and estimates, and as to all questions arising as to proper performance of work shall be final. The Director of Highways shall determine the unit quantities and the classifications of all work done and materials furnished under the provisions of this agreement and his determination thereof shall be final and conclusive and binding upon the contractor.

The Director of Highways shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to rate of progress of the work, and all questions as to the acceptable fulfillment and performance of the contract on the part of the contractor and as to compensation. His decision in such matters shall be final.****"

WEST VIRGINIA, Standard Specifications for Roads and Bridges, 1952.

In considering the subject of acceptance and final payment, Section 1.9.6 specifies at Page 38:

"Whenever, in the opinion of the engineer, the contractor has fully completed all the work under the contract in a workmanshiplike manner, substantially in accordance with plans and these specifications, the commission shall cause a final inspection of the work to be made and if found satisfactory and so certified, shall enter an order of record accepting the work and discharging the contractor from any further responsibility under the contract.

Before final payment is made, the contractor shall furnish to the commission, on the form presecribed, the sworn affidavit to the effect that all bills for salaries or wages due by or for materials furnished to said contractor in or about said project are paid and no suits pending.

If such affidavit that claims have been paid cannot be given because of a dispute as to the amount or legality of such claims, the contractor's affidavit shall clearly set out the facts as to the name, address, amount and nature of the dispute, then the engineer may make payment of all of the final amount and percentages due the contractor, if said engineer is of the opinion that the claim has not been paid solely because the contractor is in good faith questioning legality of said claim or its amount and if said engineer is further satisfied there is a good and sufficient bond to fully protect said claimant. A final estimate shall then be prepared by the engineer, as soon thereafter as practicable, authorizing payment in full of monies due under the contract."

WISCONSIN, Standard Specifications for Road and Bridge Construction, 1951.

In considering the subject of acceptance and final payment, Section 1109.07 specifies at Page 58:

"Whenever, in the opinion of the engineer, the contractor shall have completed the work and in an acceptable manner and in accordance with the terms of the contract, the engineer shall make a final inspection of the work and upon completion of same he shall certify to the commission in writing as to said completion, and shall further certify as to the entire amount of every class of work performed and as to the value thereof. The commission, upon receipt of said certificate, shall in turn certify the aforesaid certificate for estimate for final payment, and shall notify the contractor and his surety of the acceptance of the work. The action of the commission and the engineer by which the contractor is to be bound and the contract concluded according to the terms thereof shall be evidenced by the aforesaid certificate and final payment, all prior certificates or estimates upon which payments may have been made being merely partial estimates and subject to correction in the final payment."

In considering the subject of disputed claims for extra compensation, Section 1109.09 specifies at Page 59:

"In any case where the contractor shall claim that extra compensation, or an adjustment in unit prices, is due him for work or material not clearly covered in the contract, or for which an adjustment is not provided in the specifications, the contractor shall notify the engineer in writing of his intention to make such claim, before he begins the work on which he bases the claim. If notification is not given and the engineer is not afforded facilities for keeping strict account of actual costs as defined for force account construction, then the contractor hereby agrees to waive the claim for extra compensation, or adjustments in unit prices, for such work. Such notice from the contractor, or the fact that the engineer has kept account of the cost as aforesaid, shall not be construed as proving the validity of any claim. The determination of the validity of the claim, and adjudication and the disposal thereof shall rest solely with the commission."

EXTRACTS FROM STANDARD SPECIFICATIONS OF VARIOUS STATES

The following list is an extract from various jurisdictions of provisions from their standard specifications concerned with the question of liquidated damages for failure to complete the contract on time.

CALIFORNIA, Standard Specifications, January, 1949.

In dealing with the subject of time of completion and liquidated damages, the specifications state in Section 8 subsection F, Page 49:

"The contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the special provisions.

A working day is hereby defined as any day; ****the engineer will furnish the contractor with a weekly statement showing the number of working days charged to the contract for the preceding week, the number of working days specified for completion of the contract, and the number of working days remaining to complete the contract. The contractor will be allowed one week in which to file a written protest setting forth in what respects said weekly statement is incorrect, otherwise the statement shall be deemed to have been accepted by the contractor as correct.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements, is not finished or completed within the number of working days as set forth in the special provisions, damage will be sustained by the State of California, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the State will sustain in the event of and by reason of such delays; and it is therefor agreed that the contractor will pay to the State of California the sum of fifty dollars per day for each and every working days delay in finishing the work in excess of the number of working days prescribed; and the contractor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that the Department of Public Works may deduct the amount thereof from any moneys due or that may become due the contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the director shall have the right to increase the number of working days or not, as may seem best to serve the interest of the state, and if he decides to increase the number of working days, he shall further have the right to charge to the contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as he may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and will accrue during the period of such extention, except that cost of final surveys and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with the liquidated damages nor the cost of engineering or inspection during any delay beyond the time named for the completion of the work, caused by acts of God or of the public enemy, acts of the state, fire, floods, epidemics, quarantine restrictions, strikes, and freight embargoes, or delays of subcontractors due to such causes; provided, that the contractor shall notify the engineer in writing of the causes of the delay within ten days from the beginning of any such delay, and the engineer shall ascertain the facts and the extent of the delay,

and his findings of facts thereon shall be final and conclusive.

If the contractor is delayed by reason of alterations made under Section 4, Article (C), of these specifications, or by any act of the engineer or the Division of Highways, not contemplated by the contract, the time of completion shall be extended porportionally and the contractor shall be relieved during the period of such extensions of any claim for liquidated damages, engineering or inspection charges or other penalties. The contractor shall have no claim for any other compensation for such delay."

COLORADO, Standard Specifications for Road and Bridge Construction, June 1, 1952.

In dealing with the question of completion of the work and liquidated damages, Section 8.7.1 states:

"In case the contractor shall fail to fully perform and complete the work in conformity to the provisions and conditions of the contract within the specified time limit for such performance and completion or within such further time as, in accordance with the provisions of this agreement shall be fixed or allowed for such performance and completion, the contractor shall and will pay to the State of Colorado for each and every day of the additional time in excess of the contract time and any granted extensions thereof, the sum given in the following schedule which said sum per day is agreed upon, fixed and determined by the parties hereto, to be liquidated damages, not as a penalty.

ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1. Less than $25,000	$10.00
2. $25,000 less than $50,000	$20.00
3. $50,000 less than $100,000	$25.00
4. $100,000 less than $500,000	$50.00
5. $500,000 and over	$75.00

The department shall recover said damages by deducting the amount hereof out of the moneys which may be due or become due the contractor, or by an action at law against the contractor or his surety, or by either or both of these methods."

FLORDIA, Standard Specifications for Road and Bridge Construction, April 1, 1954.

In discussing failure to complete the work on time, Section 8.7 states at Page 41:

"Time is an essential element of the contract, and a delay in the prosecution of the work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the work be pressed vigorously to completion. Moreover, the cost to the department of the administration of the contract, including engineering, inspection and supervision, will be increased as the contruction period is lengthened.

Should the contractor or, in case of default, the surety fail to complete the work within the time specified in contract, or within such extra time as may be allowed as hereinabove provided, for each calandar day that any work shall remain uncompleted after the expiration of the total number of working days allowed for completion, the sum per day, given in the following schedule shall be deducted from any money due the contractor, not as a penalty but as liquidated damages:

	ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1.	Less than $10,000	$10.00
2.	$10,000 less than $20,000	$20.00
3.	$20,000 less than $50,000	$30.00
4.	$50,000 less than $100,000	$40.00
5.	$100,000 less than $200,000	$50.00
6.	$200,000 less than $400,000	$65.00
7.	$400,000 less than $600,000	$80.00
8.	$600,000 less than $800,000	$100.00
9.	$800,000 less than $1,000,000	$120.00
10.	$1,000,000 less than $1,500,000	$165.00
11.	$1,500,000 less than $2,000,000	$200.00
12.	$2,000,000 or more	$300.00

Permitting the contractor to continue and finish the work or any part of it after the expiration of the number of working days allowed for completion or after any extension of time, shall in no wise operate as a waiver on the part of the department of its rights under the contract.

In case of default of the contract and the completion of the work by the department as hereinafter provided, the contractor and surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the department due to any unreasonable action, negligence, omission or delay of the department.

In any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amount stipulated in foregoing schedules shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the contract."

IDAHO, Standard Specifications for Road and Bridge Construction, Edition of 1950.

In dealing with the subject, failure to complete work on time, Section 108.07 states at Page 49:

"Should the contractor fail to complete the work within the time agreed upon in contract or within such time as may have been allotted by extensions, there shall be deducted from any moneys due or that may become due the contractor the sum set forth in the following schedule for each and every working day or calendar day, which ever is applicable, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the state by the contractor by reasons of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the state of any of its rights under the contract."

ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1. Less than $10,000	$10.00
2. $10,000 less than $20,000	$20.00
3. $20,000 less than $50,000	$30.00
4. $50,000 less than $100,000	$40.00
5. $100,000 less than $200,000	$50.00
6. $200,000 less than $400,000	$65.00
7. $400,000 less than $600,000	$80.00
8. $600,000 less than $800,000	$100.00
9. $800,000 less than $1,000,000	$120.00
10. $1,000,000 less than $1,500,000	$165.00
11. $1,500,000 less than $2,000,000	$200.00
12. $2,000,000 or more	$300.00

Permitting the contractor to continue and finish the work or any part of it after the expiration of the number of working days allowed for completion or after any extension of time, shall in no wise operate as a waiver on the part of the department of its rights under the contract.

In case of default of the contract and the completion of the work by the department as hereinafter provided, the contractor and surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the department due to any unreasonable action, negligence, omission or delay of the department.

In any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amount stipulated in foregoing schedules shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative, and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the contract."

IDAHO, Standard Specifications for Road and Bridge Construction, Edition of 1950.

In dealing with the subject, failure to complete work on time, Section 108.07 states at Page 49:

"Should the contractor fail to complete the work within the time agreed upon in contract or within such time as may have been allotted by extensions, there shall be deducted from any moneys due or that may become due the contractor the sum set forth in the following schedule for each and every working day or calendar day, which ever is applicable, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the state by the contractor by reasons of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the state of any of its rights under the contract."

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1. Less than $10,000	$15.00
2. $10,000 less than $25,000	$20.00
3. $25,000 less than $50,000	$30.00
4. $50,000 less than $100,000	$40.00
5. $100,000 less than $200,000	$60.00
6. $200,000 less than $500,000	$75.00
7. $500,000 and over	$100.00

IOWA, Standard Specifications for Construction****and Maintenance Work on the Primary Road System, Series of 1952.

In dealing with the subject of liquidated damages, Section 1108.07 states at Page 35:

"Time is an essential element of the contract and is important that the work be pressed vigorously to completion.

The date of commencement and the date of completion of the work included in the contract will be fixed by the contracting authority, will be set forth in the contract documents and will be known as the 'contract period.'

For each calandar day that any work shall remain uncompleted after the end of the contract period, the amount per calandar day specified in the proposal form will be assessed, not as a penalty but predetermined and agreed liquidated damages. The contracting authority will prepare and forward to the contractor an invoice for such liquidated damages. The final payment will be withheld until payment shall have been made of this invoice.

Due account shall be taken of any adjustments of the contract period for completion granted under Article 1108.08, 'extension of contract period'.

The assessment of liquidated damages for failure to complete the work within the contract period shall not constitute a waiver of the contracting authorities right to collect any additional damages which the contracting authority may sustain by failure of the contractor to carry out the terms of his contract."

NEW MEXICO, Standard Specifications for Road and Bridge Construction, Edition of 1954.

In dealing with the subject failure to complete work on time, Article 8.11 states at Page 53:

"Time is an essential element of the contract and it is important that the work be pressed vigorously to completion. The cost to the department for the administration of contract, including engineering inspection, and supervision, will be increased as the work is lenghtened.

For each day that any work shall remain uncompleted after the contract time specified for the completion of the work provided for in the contract, the sum per calandar day, or working day, as the case may be, given in the schedule shown in Article 8.12, unless otherwise specified in the proposed proposal form, shall be deducted from any money due the contractor, not as a penalty, but as liquidated damages and added expense for engineering services; provided, however, that due account shall be taken of any adjustment of the contract time for completion of the

work granted under the provisions of Article 8.10."

Article 8.12 schedule of liquidated damages. "One Hundred Dollars ($100.00) per day."

NEW JERSEY TURNPIKE AUTHORITY, Standard Specifications, Second Edition August, 1950.

In dealing with the subject of liquidated damages, Section 1.7.7 provides at Page 1-27:

"If the contractor fails to complete fully, entirely and in conformity with the provisions of the contract, the project and each and every part and impertinence thereof within the time stated within the contract, or within such further time as may have been granted in accordance with the provisions of this contract, then the contractor shall and hereby agrees to pay the authority for each and every calandar day that he is in default on time to complete the work the amount of 0.04 percent of the total price bid in the proposal, provided, however, that if said total price is less than $100,000.00 the amount shall be $40.00; which said amount per day is agreed upon by the parties hereto to be liquidated damages, not a penalty.

The turnpike is to be operated as a toll project and delay in completion of the work of the contract will cause the delay in opening the turnpike to traffic, as a whole or in part, and will cause losses to the authority such as lost earnings, interest on moneys borrowed, increased administrative and engineering cost and other tangible and intangible losses. The liquidated damages named above are to cover partially such losses and expenses.

The authority shall recover said liquidated damages by deducting the amount thereof out of any money due or that may become due the contractor, and if said moneys be insufficient to cover said damages, then the contractor or his surety shall pay the amount due."

NEW YORK, Public Works Specifications, January 2, 1951.

In connection with the subject of a contract not completed on schedule the specifications state at Page 13:

"When the work embraced in the contract is not completed on or before the date specified therein, engineering and inspection expenses incurred by the state upon the work from the completion date originally fixed in the contract to the final date of completion of work may be charged to the contractor and be deducted by the department from the final moneys due the contractor. Consideration of any extra work or supplemental contract work added to the original contract, as well as extenuating circumstances beyond the control of the contractor, will be given due consideration by the department before assessing engineering and inspection charges against the contractor. Such charges will be assessed, however, in cases where the work has been unduly delayed by the contractor because of unwarranted reasons, inefficient operation, or for any other reason for which the department determines the contractor liable."

NORTH CAROLINA, Standard Specifications for Roads and Structures, January 1, 1942.

In connection with the subject failure to complete work on time, Section 8.7 states at Page 34:

"Should the contractor fail to complete the work in the time as stipulated in the contract, or within such extra times as may have been allowed for delays by formal extensions, a deduction of the amount equal to the actual cost incurred by the commission will be made for each and every day that such contract remains incompleted after the time above designated for the completion. The said amount is hereby agreed upon as liquidated damages for the loss that the commission on account of the expense due to the employment of engineers, inspectors, and other employees after the expiration of the number of working days stipulated in the contract, and will be deducted from any money due the contractor under this contract and the contractor and his sureties shall be liable for any liquidated damages in excess of the amount due the contractor. The number of working days shown on the estimate shall govern in computing liquidated damages. Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the commission of any of its rights under this contract."

OHIO, Construction and Material Specifications, January 1, 1953.

In considering the subject of failure to complete the work on time, Section G-8.04 states at Page 22:

"If the contractor fails to complete the work within the time allowed by the contract, the director, is satisfied that the contractor is carrying the work forward with reasonable progress and he deems it best to the interest of the public may, with the consent of the contractor's surety or sureties, allow him to continue in control of the work and payments to the contractor for work performed and materials as hereinafter provided will be made, but there shall be deducted from moneys due the contractor, not as a penalty but as liquidated damages, the cost to the State of Ohio of maintaining a reasonable engineering and inspection force on the work and of maintaining detours, incurred after the expiration of the time allowed by the contract. It shall be necessary for the contractor to make written application to the director accompanied by the consent of the surety or sureties in order to warrant such continuance of the contractor in control of the work and such payments to him.

When the work is not completed within the time allowed by the contract and the contractor is permitted to remain in control of the work, it shall be prosecuted at as many different places, at such time, and with such forces as the director may request."

PENNSYLVANIA, Specifications, 1954.

In dealing with the subject of liquidated damages, Section 1.8.7 states at Page 44:

"For each working day that any work shall remain uncompleted after the time specified for the completion of the work provided for by the contract in accordance with these specifications, the sum per working day given in the following schedule, unless otherwise specified in the proposal form, shall be deducted by the engineer from moneys due the contractor, not as a penalty but as liquidated damages, except that after the full width of structure and/or pavement has been completed and opened to traffic, adjustments in time charges may be made, as may be decided by the chief engineer, to the extent of eliminating not more than three-fourths of the specified amount of liquidated damages chargeable per day incurred thereafter. The contractor will be charged at least one-fourth of the specified amount of liquidated damages chargeable per day in such cases but in no event shall be charged less than $8.00 per day. Provided, however, that allowance may be made by the chief engineer, at

his discretion, over the period hereinbefore specified for the completion of said work, for causes for which said contractor is not responsible and which have delayed the completion of the said work, and in such case the contractor shall become liable for such liquidated damages for delays commencing from the date on which said extended period shall expire.

In the event the contractor is declared in default in accordance with the provisions of Section 1.8.4 liquidated damages shall be charged as provided by this section and such amounts, if any, shall be deducted on the final certificate payable to the contractor or his surety. It the total amount chargeable as liquidated damages exceeds the amount payable to the contractor or his surety, then such excess shall be paid to the state by the contractor or his surety."

	AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER WORKING DAY
1.	$10,000 and less	$10.00
2.	More than $10,000 less than $20,000	$20.00
3.	$20,000 less than $50,000	$30.00
4.	$50,000 less than $100,000	$40.00
5.	$100,000 less than $200,000	$50.00
6.	$200,000 less than $400,000	$65.00
7.	$400,000 less than $600,000	$80.00
8.	$600,000 less than $800,000	$100.00
9.	$800,000 less than $1,000,000	$120.00
10.	$1,000,000 less than $1,500,000	$165.00
11.	$1,500,000 less than $2,000,000	$200.00
12.	$2,000,000 or more	$300.00

DELAWARE, Standard Specifications, January 1, 1954.

In dealing with the subject liquidated damages for failure to complete work within the specified working time, the specifications state Section 63 at Page 32:

"Unless otherwise specified in the contract, the sum per calandar day specified in the following schedule shall be deducted by the engineer from moneys due the contractor, not as a penalty, but as liquidated damages for the period that any work shall remain uncompleted after the time specified for the completion of the work covered by the contract. Sundays and state legal holidays are excluded from the computations for the assessment of liquidated damages. A time allowance, however, may be made by the chief engineer, at his descretion, for delays caused by conditions over which the contractor has no control. The contractor shall become liable for liquidated damages for delays commencing from the date on which the time allowance period shall expire."

	AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER CALANDAR DAY
1.	$10,000 and less	$10.00
2.	$10,000 less than $20,000	$20.00
3.	$20,000 less than $50,000	$30.00
4.	$50,000 less than $100,000	$40.00
5.	$100,000 less than $200,000	$50.00
6.	$200,000 less than $400,000	$65.00
7.	$400,000 less than $600,000	$80.00
8.	$600,000 less than $800,000	$100.00
9.	$800,000 less than $1,000,000	$120.00

10.	$1,000,000 less than $1,500,000	$165.00
11.	$1,500,000 less than $2,000,000	$200.00
12.	$2,000,000 or more	$300.00

TERRITORY OF HAWAII, Standard Specifications for Road and Bridge Construction, January, 1951.

In considering the subject of time of completion and liquidated damages, Section 8.7 states at Page 37:

"The contractor shall complete the work called for under the contract in all parts and requirements within the number of working days specified in the special provisions.

****The engineer will furnish the contractor a weekly statement showing the number of working days charged to the contract for the preceding week****.

It is agreed by the parties to the contract that in case all the work called for under the contract is not finished or completed in all parts and requirements within the number of working days as set forth in the special provisions, damage will be sustained by the Territory, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Territory will sustain in the event of and by reason of such delay, and it is therefor agreed that the contractor will pay to the Territory the sum of One Hundred Dollars per day for each and every working days delay in finishing the work in excess of the number of working days prescribed; and the contractor agrees to pay said liquidated damages as herein provided and, in case the same are not paid, agrees that the department may deduct the amount thereof from any moneys due or that may become due the contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished****within the number of working days specified, the engineer shall have the right to increase the number of working days or not, as may best to serve the interest of the Territory, and if he decides to increase the number of working days, he shall further have the right to charge the contractor, his heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as he may deem proper, of the actual costs of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extention, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges."

INDIANA, Standard Specifications for Road and Bridge Construction, 1952.

In considering the subject failure to complete work on time, Section A 807 specifies on Page 49:

"After completion of all work to be performed under the contract, including any extra, supplemental, additional or changed work, and prior to the payment of the final estimate, there shall be computed in a revised date of completion in accordance with provisions of A 806. The calendar date of the revised date of completion shall be determined from the engineer's records and such date shall be the revised date of completion for the contract. The contractor shall be liable to the commission for all costs incurred after the revised date of completion for engineering and inspection, maintenance and detours by the commission, and all other expenses incurred by the commission by reason of the contractor's failure to complete the work with the specified time, except as provided in A 806, and such amount shall be deducted from

the moneys due to the contractor, not as a penalty but as damages sustained.

If intermediate dates of, or time for completion of, various portions of the work are specified, the contractor shall be liable to the commission for all additional costs, except for engineering and inspection, incurred by the commission due to the failure of the contractor to complete such portions of work by the date or within the time so specified, and such costs shall be deducted from the moneys due the contractor, not as a penalty but as damages sustained."

MASSACHUSETTS, Standard Specifications for Highways and Bridges, 1953.

In considering the question of failure to complete work on time, Article 75 states on Page 54:

"In case the work embraced in the contract shall not have been completed by the time stipulated therein (according to the foregoing requirements) the contractor shall pay to the party of the first part a sum of money equal to the cost of engineering and inspection on the work for the period of the time overrun; and in addition the contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen and inspectors, necessary, in the opinion of the engineer, during the period of the overrun of time.

Whatever sum of money may become due and payable to the party of the first part by the contractor under this article may be retained out of the money belonging to the contractor in hands and possession of the party of the first part; and it is agreed that this article is to be construed and treated both by the parties to the contract and by Courts of law or equity, not as imposing a penalty upon said contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but is liquidated damages to compensate said party of the first part for all damages actually suffered because of the failure of the contractor fully to complete said work on or before the date of completion specified in the proposal.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no wise operate as a waiver on the part of the party of the first part of any of its rights under the contract."

KANSAS, Standard Specifications for State Road and Bridge Construction, 1951.

In considering the subject failure to complete the work on time, Section 8.7 states at Page 50:

"Should the contractor fail to complete the work within the required number of working days as determined under the provisions of Article 8.6 'determination of time allowable for completion of the work,' or within such extra time as may have been allowed by extention, the engineer will deduct from any moneys due or coming due to the contractor, the amount indicated in the proposal for each calandar day, exclusive of Sundays and legal holidays, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the state from the contractor by reason of interference with business, inconvenience of the public, added costs of engineering, administration, supervision inspection, maintenance of detours, and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of if after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the commission or any of its rights under the contract.

Neither by the act of taking over the work nor by the annulment of the contract nor by requiring the surety to complete the contract shall the state forfeit the right to recover liquidated damages from the contractor or his surety for failure to complete the contract within the specified time.

The commission may waive such portion of the liquidated damages as may accrue because the work on the entire project is in condition for safe and convenient use by the traveling public and the project is open for travel."

TEXAS, Standard Specifications for Road and Bridge Construction, 1951.

In considering the problem of failure to complete work on time, Section 8.6 specifies at Page 22:

"If the contractor fails to complete the contract in the working days specified, the time charge will be made for each working day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each working day under the conditions described in the preceding paragraph that work shall remain uncompleted after the expiration of the working days specified in the contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to becomes due the contractor, not as a penalty, but as liquidated damages and added expense for engineering supervision."

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1. $5,000 or less	$10.00
2. $5,001 to $25,000	$15.00
3. $25,001 to $50,000	$25.00
4. $50,001 to $100,000	$50.00
5. over $100,000	$75.00

UTAH, Standard Specifications for Road and Bridge Construction, 1952.

In considering the subject of failure to complete work on time, Section 1-8.7 specifies at Page 49:

"Should the contractor fail to complete the work in the time agreed upon in the contract or within such extra time as may have been allowed by extensions, there shall be deducted from any moneys due or that may become due the contractor the sum set forth in the following schedule for each and every working day (excluding Sundays and legal holidays, if no work is performed on such days) that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but fixed, agreed liquidated damages due the state from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours, and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion

may have been extended, shall in no way operate as a waiver on the part of the commission of any of its rights under the contract."

	AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1.	Less than $10,000	$20.00
2.	$10,000 less than $25,000	$30.00
3.	$25,000 less than $50,000	$40.00
4.	$50,000 less than $100,000	$50.00
5.	$100,000 less than $200,000	$60.00
6.	$200,000 less than $400,000	$75.00
7.	$400,000 and over	$85.00

VIRGINIA, Road and Bridge Specifications, April 1, 1954.

In considering the subject of failure to complete on time, Section 108.08 specifies at Page 42:

"Time is an essential element of the contract and it is important that the work be pressed vigorously to completion. The cost to the department of the administration of the contract, including engineering, inspection and supervision will increase as the time occupied on the work is lengthened.

For each day that any work shall remain uncompleted after the contract specified for completion of the work, the department will assess liquidated damages against the contractor. Liquidated damages, assessed in accordance with the schedule of liquidated damages, at the rate applicable to the contract for each day of additional time consumed, subject to such adjustment as provided in Section 108.07 and excepting Sundays and field holidays, shall be deducted from any moneys due the contractor, not as a penalty but as liquidated damages. Should the contractor complete the work before the expiration of the contract time, adjusted as herein provided,he shall, on all work financed from state funds, receive the sum shown in the schedule of liquidated damages applicable to the contract for each day, Sunday and field holidays excepted, the contract time has been anticipated."

	ORIGINAL CONTRACT AMOUNT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1.	$100,000 and less	$15.00
2.	$100,000 less than $250,000	$25.00
3.	$250,000 less than $500,000	$35.00
4.	$500,000 or more	$45.00

WASHINGTON, Standard Specifications, 1948.

In considering the question of failure to complete work on time, Section 8.04 specifies at Page 37:

"Time for completion of the work as provided by the contract is admitted to have been specifically advanced so as to allow resulting benefits to the contractor from earlier completion of the work. Time, therefor, shall be of the essence of the contract and the contractor does hereby agree in return that, in case the contractor shall fail to complete the contract by and at the time herein mentioned, or by and at such other time to which the period of completion may have been extended, the contractor will pay and does hereby promise and agree to pay to the State of Washington, as liquidated damages, all engineering costs accruing after said time for completion and such other liquidated damages as may be suffered by the State of Washington (but

not to include claims of forfeiture or penalty), the total sum of which shall not exceed Fifty and No One Hundred ($50.00) Dollars for each and every day which may elapse between the appointed and actual times of completion. It is hereby authorized and directed that the Director of Highways to deduct such costs and damages due from the amount due or to become due the contractor, and the contractor does further agree that any such deductions or payments, or any payments made under the contract, shall not in any degree release the contractor from the further obligations and liabilities in respect to the fulfillment of the entire contract."

WEST VIRGINIA, Standard Specifications for Roads and Bridges, 1952.

In considering the subject failure to complete work on time, Section 1.8.6 specified at Page 32:

"Should the contractor fail to complete the contract in the contract time specified on the proposal, or any extension thereof, as may be allowed under Article 1.8.5 of these specifications the commission will, before payment of final estimate, collect from the contractor an amount equal to the engineering inspection and other demonstrable costs incurred by the commission; after the expiration of the number of working days allowed for completion of the contract, not as a penalty but as liquidated damages."

WISCONSIN, Standard Specifications for Road and Bridge Construction, 1951.

In dealing with the subject failure to complete work on time, Section 1108.08 specifies at Page 50:

"Should the contractor fail to complete the work within the time agreed upon in the contract or within such extra time as may have been allowed by extensions, there shall be deducted from any moneys due or that may become due the contractor the sum set forth in the following schedule for each and every calandar day, including Sundays and holidays, that the work shall remain uncompleted. This sum shall be considered and treated not as penalty but as fixed, agreed and liquidated damages due the state from the contractor by reason of inconvenience to the public, added costs of engineering and supervision, maintenance of detours and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the contract.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the commission of any of its rights under the contract."

AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
1. $10,000 or less	$5.00
2. $10,000 less than $50,000	$10.00
3. $50,000 less than $100,000	$15.00
4. $100,000 or over	0.015 percent of the amount of the contract.

PROPOSED MODIFICATION OF CONTRACT PROVISION

1.9.13. Final Estimate and Final Payment.

As soon as practicable after the completion and acceptance of the work under the contract by the Highway Commission, the Engineer shall prepare a final estimate of the quantities of the various classes of work performed and the value thereof by determining the total amount earned by the contractor in accordance with the terms of the contract and all supplemental agreements, taking into consideration amounts due for extra and additional work performed and amounts, if any, deductible under said terms of the contract and supplemental agreements.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimates shall be submitted in writing to the contractor.

Within thirty (30) days after receipt of said final estimate, the contractor shall submit to the Engineer his written approval of said final estimate or a written itemized statement of any and all claims which he has for additional compensation claimed to be due under the contract. Any claim not submitted by an itemized statement from the contractor during the said thirty (30) day period is expressly waived. This paragraph does not authorize the contractor to present a claim or claims without first complying with the procedure set forth in Article 1.9.6 of this section, when applicable.

Upon receipt of the contractor's written approval of the final estimate or upon expiration of said thirty (30) day period without a claim or claims being filed by the contractor; the final estimate shall be conclusive with respect to the amount earned by the contractor. Final

payment shall then be promptly made. Said final payment shall consist of the difference between the amount earned by the contractor, as shown in the final estimate, and the sum of the previous partial payments, less assessed liquidated damages, if any.

If the contractor files a claim or claims during said period of thirty (30) days, the Engineer shall promptly consider and investigate the claim or claims and make such revisions in said final estimate as he may deem proper or reject the claim or claims in full or in part. It is expressly agreed that the contractor, by filing a claim or claims, waives interest on the sum earned, as shown by the final estimate, but not paid by Highway Commission pending determination of the claim or claims or any subsequent litigation arising therefrom.

Thereafter, as soon as practical, the Engineer shall submit to the contractor a revised final estimate, if adjustments in the final estimate are made, or a statement of rejection of the claim or claims.

If the contractor approves the revised final estimate or the rejection statement in writing, final payment shall be made to him in the manner above set forth.

In any event, it is expressly understood that the contractor must commence any suit, action or proceeding to collect or enforce his claim or claims for additional compensation under the contract within a period of one (1) year following receipt of said revised final estimate or statement of rejection.

If said suit, action or proceeding is not commenced in said one (1) year period; the final estimate or revised final estimate, if revisions were made, shall be conclusive with respect to the amount earned by the contractor and the contractor expressly waives any and all claims for

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additional compensation and all causes of suit or action for the enforcement thereof that he might have had.

After expiration of said one (1) year period without a suit, action or proceedings having been commenced, the contractor shall receive final payment based on the final estimate or the revised final estimate.

PROPOSED MODIFICATION OF STANDARD SPECIFICATIONS

1.8.6. Time of Completion of Work and Extension of Time Limit, [P.22].

Time is of the essence of the contract. Inasmuch as delay in the prosecution of the work will inconvenience the public, obstruct traffic, interfere with business, and increase the cost to the state, it is essential that the work be pressed vigorously to completion.

Therefore, the work to be done under the contract shall be completed in its entirety on or before the date specified in the special provisions; provided, however, that the Highway Commission may, in its discretion, extend the time for the completion of the work without invalidating any of the provisions of the contract and without releasing the surety.

Extensions of time will be made by the Highway Commission only upon receipt of a written request from the contractor accompanied by the written consent of the surety. Each request shall state the date to which the extension is desired and shall describe the conditions which have operated to prevent completion of the work within the time specified in the contract. The Commission in its discretion, when granting such extensions, may waive all or a portion of the liquidated damages, herein assessed for failure to complete the work on time.

Should the contractor, or in case of default, the surety fail to complete the work within the time set forth in the contract or within such extra time as may have been allotted by extensions, there shall be deducted from any moneys due or that may become due the contractor the sum set forth in the following schedule for each and every calendar day, excluding Sundays and legal holidays, that the work shall remain uncompleted. This sum shall be considered not as a penalty but as fixed, agreed and liquidated damages

due the state by the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused expenditures of public funds resulting from his failure to complete the work within the time specified in the contract.

	Original Contract Amount		Per Diem Rate Liquidated Damages
1.	Less than	$ 20,000.	$ 15.00
2.	$20,000.00 but less than	50,000.	25.00
3.	$50,000.00 but less than	100,000.	40.00
4.	$100,000.00 but less than	250,000.	60.00
5.	$250,000.00 but less than	500,000.	80.00
6.	$500,000.00 but less than	1,000,000.	100.00
7.	More than $1,000,000.00.		125.00

The contractor shall not be assessed with liquidated damages, during any delay beyond the time named for completion of the work, where the delay is caused by acts of God, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes or freight embargoes; provided, however, that the contractor shall notify the Engineer in writing of the cause of the delay within ten days from the beginning thereof, so that the Engineer can ascertain the facts and the extent of the delay and report to the Commission thereon. The determination of the Commission as to the relief from liquidated damages granted, if any, shall be conclusive.

Furthermore, the Highway Commission may in its discretion, and for such cause deemed sufficient under the circumstances, waive all or any part of said liquidated damages.

Delay forced upon the contractor by failure on the part of the state and its representatives to act promptly in carrying out its obligations and duties under the contract will be considered cause for waiving a part or all of the aforementioned liquidated damages only when and to such extent as such failures do actually prevent completion of the work within the specified time.

due the state by the contractor by reason of inconvenience to the public, added cost of engineering and supervision, maintenance of detours and other items which have caused expenditures of public funds resulting from his failure to complete the work within the time specified in the contract.

	Original Contract Amount		Per Diem Rate Liquidated Damages
1.	Less than	$ 20,000.	$ 15.00
2.	$20,000.00 but less than	50,000.	25.00
3.	$50,000.00 but less than	100,000.	40.00
4.	$100,000.00 but less than	250,000.	60.00
5.	$250,000.00 but less than	500,000.	80.00
6.	$500,000.00 but less than	1,000,000.	100.00
7.	More than $1,000,000.00.		125.00

The contractor shall not be assessed with liquidated damages, during any delay beyond the time named for completion of the work, where the delay is caused by acts of God, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes or freight embargoes; provided, however, that the contractor shall notify the Engineer in writing of the cause of the delay within ten days from the beginning thereof, so that the Engineer can ascertain the facts and the extent of the delay and report to the Commission thereon. The determination of the Commission as to the relief from liquidated damages granted, if any, shall be conclusive.

Furthermore, the Highway Commission may in its discretion, and for such cause deemed sufficient under the circumstances, waive all or any part of said liquidated damages.

Delay forced upon the contractor by failure on the part of the state and its representatives to act promptly in carrying out its obligations and duties under the contract will be considered cause for waiving a part or all of the aforementioned liquidated damages only when and to such extent as such failures do actually prevent completion of the work within the specified time.

Denial to the contractor of the right to commence the work immediately following the day of opening bids will not be considered cause for said waiver unless more than twenty (20) days did elapse between the date on which the contract and bond, prepared and ready for execution, were submitted to the contractor for execution, and then only if said elapse of more than twenty (20) days did actually cause delay in the completion of the work.

Changes in plans and increases in the quantities of work to be performed will be considered cause for said waiver of liquidated damages only when they are of such nature and when they occur at such times that they materially and necessarily retard the progress of the work.

Temporary suspensions of the work when ordered by the Engineer in advance and with written agreement with the contractor to the effect that time extensions will be allowed for them, will be considered cause for said waiver.

Assessment of liquidated damages shall not release the contractor from further obligations in respect to the fulfillment of the entire contract. Furthermore, assessing said liquidated damages or permitting the contractor to continue and finish the work or any part thereof after the completion date or after the date to which the completion date may have been extended; shall in no way constitute a waiver of the right which state may have to claim, sue for, and recover compensation and damages for nonperformance or breach of the contract, except that, assessing liquidated damages as provided herein shall be the sole remedy for failure of the contractor to complete the work on time.

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FOR FILING

S-216(2)
2997

November 17, 1954

General Casualty Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 2997 for work performed on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County was completed by the contractor, C. J. Kildon, on September 30, 1949 and was formally accepted by the Highway Commission on March 21, 1950.

A revised final payment in the amount of $18,680.61, plus 6% interest and Court costs, will be released to the contractor as soon as the voucher can be prepared and signed by the contractor.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
11-19-54

RECEIVED
OCT 27 1954
FOR FILING

S-216(E)

2997

October 26, 1954

Members of State Highway Commission

Gentlemen:

Under date of October 22, 1954 Mr. Enfield reported to you cases that have been tried since the last meeting of the Commission on September 24, 1954. On page 6 of that report he mentions the case of C. J. Elden, et al., vs. Ben H. Chandler, et al., L-1760-A. Mr. Enfield states that the case was heard by the Supreme Court on October 13, 1954 and that the Supreme Court in its decision held that the plaintiffs are entitled to interest on the sum awarded by the trial court. The effect of this decision is to allow the plaintiffs to collect interest at the rate of 6% per annum on the full amount that was due them on the date that the Commission accepted the work performed under the contract. Mr. Enfield states further that it appears that any contractor will be entitled to interest on the amount of final payment from the date of acceptance of the completed contract until the date when final payment is actually made.

It has been the practice of the Highway Department for many years not to release final payment to any contractor if there are claims on file in the State Highway office against the job for which final payment is ready to be made, until the claims have been satisfied. These were instructions given me by the Commission many years ago, and I have endeavored to follow them very closely. It appears now that if a final payment due a contractor is not released immediately after the job has been accepted by the Commission, the contractor can claim 6% interest on the amount due him from the date of acceptance, so it seems, in order to avoid such interest payment, it may be necessary to pay the contractor the amount due regardless of outstanding claims.

Your instructions as to the procedure to be followed in the future in cases of this kind will be appreciated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HDG:jmm
cc: R. H. Baldock
C. W. Enfield

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OCT 27 1954
FOR FILING

FORM E-BOX 27½ 2-54 73730
S. 216(2)
2997

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 22, 1954

NOTED
W. C. WILLIAMS

SUBJECT: C. J. Elder, et al.
vs.
Ben R. Chandler, et al.
L-1740-A

To: Mr. Ralph Wyckoff
Office

Dear Mr. Wyckoff:

Mr. Leslie Hampton inspected the copy of the Supreme Court's mandate entered in the above-entitled case and it provides that interest will be paid on the sum of $18,680.61 at the rate of 6 per cent from September 30, 1949, until paid.

It is requested that you take the necessary action to prepare and process a voucher and make prompt payment of this matter so as to close this case and stop the running of interest at the earliest possible date.

This matter should be coordinated with Mr. Maison and Mr. Probert because a new final estimate on the basis of the court's determination, including the release with respect to all other claims, should be executed by the contractor at the time of payment of this judgment, if it is possible to secure the execution of such a release, but, at the same time, we do not wish to withhold payment of the judgment more than a few days in the event the contractor fails or refuses to sign the final estimate, including the release, because it would undoubtedly be to the contractor's advantage to delay payment of this judgment, if possible, because he has a very fine investment at 6 per cent, which he probably couldn't secure elsewhere.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:ab
cc Mr. C. H. Maison
Mr. W. C. Williams
Mr. Leslie Hampton

RECEIVED
APR 6 1953
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland
H. B. GLAISYER
SECRETARY

S-2162

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OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

April 6, 1953 1-17b0

NOTED
W. C. WILLIAMS

Hon. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: C. J. Elden, et al.
vs.
Ben R. Chandler, et al.

Gentlemen:

The above-entitled case was tried on December 15, 1952, a detailed report of which trial was submitted to you in my letter of December 30, 1952, and by the decree entered in this case the Court amended the final estimate of the engineer by adding the sum of $1,730.63 to cover the additional contract price for yard mile haul by different route upon which the engineer's estimate was based, with the Judge determining that this different route was the most practical route by which the material could be most economically removed and construed our contract to cover this different route. The Court denied the additional claim of Mr. Elden for $500.00 which Mr. Elden had paid for use of right of way acquired by Mr. Elden and further denied Mr. Elden's claim for interest upon this sum of $1,730.63, plus the sum of $16,949.98, which we admitted was owing to the plaintiff, which interest had it been allowed would have amounted to $3,680.00.

We have now been served with a notice of appeal to the Supreme Court wherein Mr. Elden is appealing from that part of the decree of the lower court that did not allow interest on the sum of $18,680.61 at the rate of six per cent per annum from September 30, 1949.

Upon receipt of service of this notice of appeal, we immediately filed notice of appeal to the Supreme Court also, wherein we are appeal-

RELEASED

ing from the entire decree in an attempt to have the decree reversed with respect to the Court making a finding that is contrary to the final estimate of the engineer.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE/mlk
cc: Mr. R. H. Baldock
Mr. W. C. Williams ✓
Mr. Floyd Query
Mr. Leonard Lindas
Mr. Ralph Wyckoff

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FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 1, 1952

SUBJECT:

To: W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

I have just been informed that the case of Eldon vs. Chandler has been taken off of the Multnomah trial docket until around May 20th. This action was taken at the request of Mr. Kelly, the attorney for Mr. Eldon, and I understand his reason, therefore, is the acute illness of Mr. Eldon.

We have requested that the matter will be reinstated as soon as possible, but in my opinion, a delay until the River is a little lower, will cause us no harm at all.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Ralph Wyckoff
RALPH WYCKOFF
Assistant Attorney

MH

cc - K.D. Lytle

RECEIVED
APR 2 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 2 1952
FOR FILING

8 216 (2)
2997

Salem, Oregon
March 28, 1952

Mr. L. H. Young

The suit of the C. J. Elkton Company against the State Highway Commission on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway will be tried in Portland sometime during the latter part of April next. I believe it advisable that we put you on the stand, as you were the Resident Engineer during the time of construction.

We have looked at your diary that you kept during the construction period, and there are several entries in such diary which we believe would be very beneficial to the State's defense of the case.

By copy of this letter I am requesting Mr. Edwards to forward the diary from the Roseburg office direct to you, so that you may bring yourself up to date on the progress of the job so as to be in a position to intelligently testify when you are called as a witness.

We will try to let you know several days in advance of the trial if we can.

W. C. Williams

WCW:ms
cc Mr. Tom Edwards
Mr. C. W. Enfield
Mr. Edwards: Please forward diary to Young by registered mail.

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APR 1 1952
FOR FILING

FORM E-20X 25M 11-50 44708

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L-197

Mr. Williams

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 31, 1952
Salem, Oregon

SUBJECT: G. J. Elden et al. vs. State Highway Commission

File No. L-1790 - Contract No. 2997

To:

Mr. G. H. Mansfield
Chief Counsel
O F F I C E

NOTED
W. C. WILLIAMS

Dear Sir:

In compliance with your request I made the trip down to Roseburg on Wednesday, March 26, for the purpose of determining the distance from Gravel Source No. 2 to Station 710/00 of the Yellow Creek-Calapooya River Section of the Elkton-Sutherlin Highway in the vicinity of the Tyee Bridge across the Umpqua River in Township 26 South of Range 7 West, W. M.

Before going down to Roseburg I checked the accuracy of the recording instrument of the survey speedometer on pool car 49-19 which I used for this trip. I ascertained from the State Police that there is a four mile stretch of highway between Milepost 56 and Milepost 60, South of Salem, which has been measured and is determined to be exactly four miles. I ran my car from Milepost 56 to Milepost 60 and noted in the passing of the Mileposts in this four mile section, that the speedometer recorded 10 per cent off. In other words, in going South from Milepost 56 to Milepost 60 the speedometer recorded 4.40 miles, and in returning from Milepost 56 to Milepost 60 recorded the same.

On Thursday morning, March 27, in company with Mr. Ray Asbury, Resident Engineer, and his man, Robert Lammert, I drove out to Station 710/00 and recorded the mileage in hundredths from that station by way of the route which Mr. Elden was expected to have used in the hauling of this gravel, which route is on the Southerly bank of the Umpqua River, down to a point on the county road where the survey party had set some lube at the location which had been suggested for the haul road, which Mr. Elden was supposed to use. The adjusted mileage as recorded by the survey speedometer was 1.17 miles.

By stadia, since the water in the Umpqua River was extremely high and most of the gravel bar was under water, we computed the distance from Station 1/06 which is situated on the water's edge at the end of the haul road sight which Mr. Elden was supposed to have used, to the center of his operations on the gravel bar, and we found that the distance was approximately 600 feet. By adding to this 600 feet,

106 feet, the distance from the juncture of the haul road sight and the Southerly county road to the water's edge, gave us a total over-all distance from the center of Mr. Elden's operations, by way of the route which he should have taken, of 1.30 miles.

We then recorded the distance from Station 710/00 by way of the road which Mr. Elden elected to use for the hauling of the material in this contract, to a point on the county road on the Northerly side of the Umpqua River where the road intersects the center of Section 14, which point is also the juncture of the haul road which Mr. Elden used and obtained an easement for from Mr. George A. Rice. The adjusted speedometer reading along this course was 1.55 miles. We then chained along the road which Mr. Elden had used, down to the water's edge and by stadia computed the distance from that point across to the center of his operations on the gravel bar. The total over-all distance by this route was 1.89 miles.

Since the water in the Umpqua River was rather high and most of the gravel bar was under water, it was necessary for us to rent a boat from Mr. Ocampengh, who resides down stream from this gravel bar and with the assistance of an outboard motor owned by Mr. Lammert, a member of our party, Mr. Lammert was able to get out onto the point on the gravel bar which we feel reasonable certain would represent the center of Mr. Elden's operations.

The difference in the length of hauling by these two routes is 0.59 miles. It happens that the mileage by the route that Mr. Elden should have taken coincides with the mileage which the Resident Engineer allowed him payment for in the hauling of the material in this contract. We did not, however, check the difference between these two roads with the figure of 0.67 miles as reported by Mr. K. B. Lytle, Division Engineer, but whether or not the difference of .08 miles between the figures turned in by Mr. Lytle and the Engineer's contained in the report are important enough to make any difference I'm not able to say. Mr. Asbury and I were satisfied that the work which we performed at this sight was as accurate as conditions would permit.

On Wednesday evening, prior to going out to the gravel bar, Mr. Asbury and I read through the office copy of the specifications applying to Mr. Elden's contract and wish to call your attention to the following items:

1. The title sheet accompanying Mr. Elden's contract, which is a map drawn to the scale of one inch to one mile, states thereon that from Gravel Deposit No. 2 to Station 710 the distance is 1.25 miles.

2. On Page 10 of the specifications of this contract, on the page dealing with the kind, quality and sources of material, Item 2 states as follows: "Gravel bar located on the Umpqua River near the center of Station 14, being opposite from a point on the county road which is approximately 1.25 miles (along said road) West of Station 710."

3. On Page 14 of the specifications applying to Mr. Elden's contract under the heading of "Acceptable Sources of Gravel" it reads as follows:

"Item 1. Gravel bar located in the Umpqua River approximately 1.25 miles up-stream from Tyee Bridge.

Item 2. Gravel bar located in the Umpqua River approximately 500 feet Westerly from Station 699/00."

It should be noted that the distance along the highway from Station 710 to the Tyee Bridge is 2,100 feet.

There are some minor alterations in our map which will be used in this case as a result of the information which we gathered in the field last week, and I will change my map to comply with our field data as soon as possible. A profile has been prepared by the Roseburg office of the haul road which Mr. Elden should have used, and likewise of the haul road which he chose to use. I am sure that these profiles will speak for themselves.

Yours very truly,

Frank I. Towle

FRANK I. TOWLE
Design Engineer

FIT:jfv

cc - W. C. Williams

Ralph Wykoff

T. 24 S., R. 7 W. W.M.

TO ELKTON

TON

STA. 689+00

BRIDGE

STA. 689+00

BRIDGE

STA. 699+00

ISLAND

BAR

GRAVEL

STA. 710+00

STA. 711+00

TO SUTHERLIN

LITTLE CANYON CREEK

14 13
23 24

AUL ROAD

COUNTY ROAD

1.89 MI.

BRIDGE 2

14

N.42°00'W.
1082'

N.85°00'W.
960.5'

N.36°30'E.
190'

GRAVEL BAR ISLAND

S.67°00'E.
1755'

UMPQUA RIVER

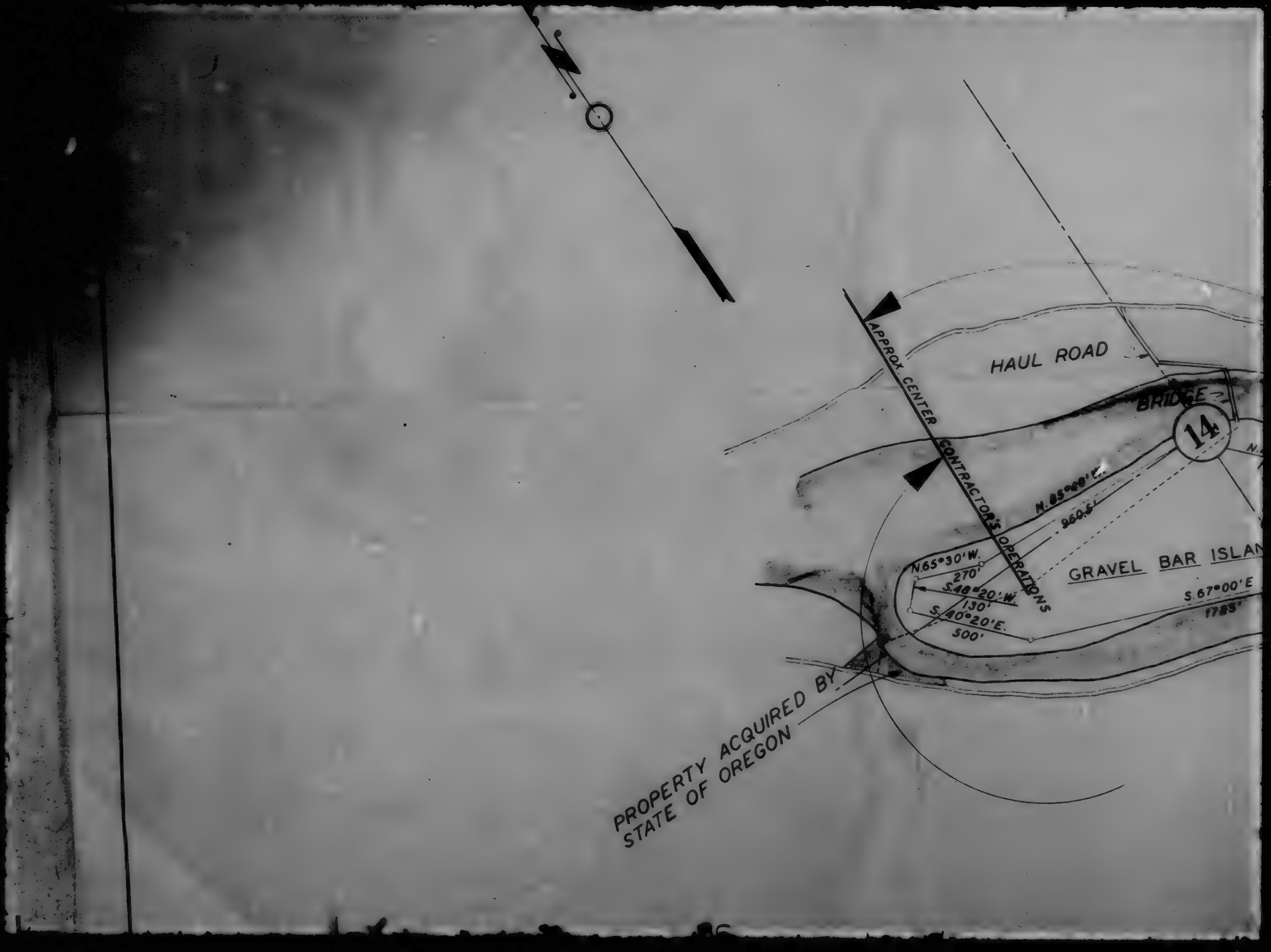
N.47°59'35"W.
2760.8'

GRAVEL

COUNTY ROAD

14 13
23 24

1.30 MI.


HAUL ROAD
BRIDGE
14
APPROX. CENTER
CONTRACTOR'S OPERATIONS
N.65°30'W.
270'
S.48°20'W.
130'
S.40°20'E.
500'
S.67°00'E
1785'
GRAVEL BAR ISLAN
PROPERTY ACQUIRED BY
STATE OF OREGON

GRAVEL BAR ISLAND
N.65°30'W.
270'
S.48°20'W.
130'
S.40°20'E.
500'
S.67°00'E.
1765'
PROPERTY ACQUIRED BY
STATE OF OREGON

UMPQUA RIVER

GRAVEL

N.47°59'35"W.

COUNTY ROAD

14 13
23 24

1.30 MI.

GRAVEL

STA. 710+00

STA. 711+00

TO SUTHERLIN →

LITTLE CANYON CREEK

14 13
23 24

OREGON STATE HIG

C. J. ELDON

FOR SOURCE

HIGHWAY ELKTON

OREGON STATE HIGHWAY COMMISSION

C. J. ELDON, ET AL

FOR	SOURCE OF GRAVEL & HAULING ROAD
HIGHWAY	ELKTON - SUTHERLIN
COUNTY	DOUGLAS
SCALE: 1"=400'	DATE: FEB. 28, 1952 FILE NO. L-1740

REVISED 3/3/31

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
March 31, 1952

SUBJECT:

To: Mr. L. M. Young
Dist. Maint. Supt.
State Highway Dept.
Baker, Oregon

Dear Sir:

On instructions from the Division Engineer, I am sending to you this date by registered mail the following data pertaining to the Yellow Creek-Calapooya Creek Section, Elkton-Sutherlin Highway, Contract No. 2997:

Copy of letter from you to Mr. K. D. Lytle, dated July 6, 1949, regarding the haul from Bar #2 of above mentioned.

A copy of letter from you to Mr. K. D. Lytle, dated March 22, 1950, which is a report on letter from C. J. Elden, of February 24, setting forth his exceptions to the final estimate on above mentioned project.

NOTED
W. C. WILLIAMS

The diary as kept by you for the years of 1948 and 1949.

When going through the files this is all the data I could find pertaining to the haul from said Bar #2. If you can think of any other data you would like from this office, please let me know and I will be glad to oblige you.

Very truly yours,
R. D. Asbury

R. D. ASBURY,
Resident Engineer

RDA:mmm

cc to: W. C. Williams
Tom Edwards

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FOR FILING

Mr. Baldock.

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 7, 1952

SUBJECT: Eldon v. Ben R. Chandler, et al

To: Mr. W. C. Williams
Assistant State Highway Engineer
O F F I C E

Dear Mr. Williams:

The above-entitled case has been set for trial on March 3 in Portland, Oregon. This is an action for breach of contract arising out of a contract awarded to C. J. Eldon and associates for the regrading, surfacing, and oiling of the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway.

The plaintiff contends that the State has failed to make compensation for nine items, which he specifies in his complaint. We are willing to pay four of these items in full and one in part. Two are obviously erroneous in that we are willing to pay more than the plaintiff is demanding. Two items we deny.

The claim which we deny in part relates to the additional yard miles of hauling. Eldon claims $502.05 and our field investigation discloses that he is entitled to only $94.88. In order to adequately prepare this matter for trial it is necessary that we be furnished the names of our witnesses who are in a position to support our contention that Eldon is entitled to only $94.88 for this item. I would also appreciate any information showing the source of Eldon's figure and also any information as to how his figure may be attacked.

The two claims which we deny in full relate to the use of an alternate haul road. In our contract we designated two acceptable sources of gravel, one of which was a gravel bar located in the Umpqua River approximately 500 feet westerly of Station 689+00. This gravel bar apparently is to all intents and purposes an island in the river. We provided a means of access to this bar, which for some reason was not deemed acceptable to Eldon and he used a longer route than that provided by the State. In his complaint he has sought to charge the State for the distances occasioned by traveling over the longer haul road. The contract provides:

"The pay haul distances will be measured along the shortest hauling routes which the engineer considers practicable, and from the source from which the materials are ordered by the engineer to be obtained to the place at which the engineer orders the materials to be deposited."

In order to sustain his position under the terms of the contract Eldon will have to successfully challenge the decision of the Engineer that the route delineated in red on the attached diagram is considered practicable. It is my view of the law that it is necessary for him to plead fraud or bad faith on the part of the Engineer, which he has not done. However, it is almost inevitable that at the time of trial he will be allowed to amend his pleadings in order to cover this point, and therefore it will be necessary for the State Highway Engineer to testify that he considered the route delineated in red as being practicable at the time of the grading and oiling of the section in question of the Elkton-Sutherlin Secondary Highway. It would, therefore, be extremely desirable to secure such photographs and other information upon which the Engineer based his decision. It would also be desirable for Mr. Baldock to refresh his recollection of this matter so that he may testify at the trial.

I should also appreciate being informed as to the names of our employes who could give testimony as to the practicability of our route and also as to how it compares in practical value with the route actually used by Eldon.

Since the trial of this case is less than a month away expedition of this matter would be very greatly appreciated.

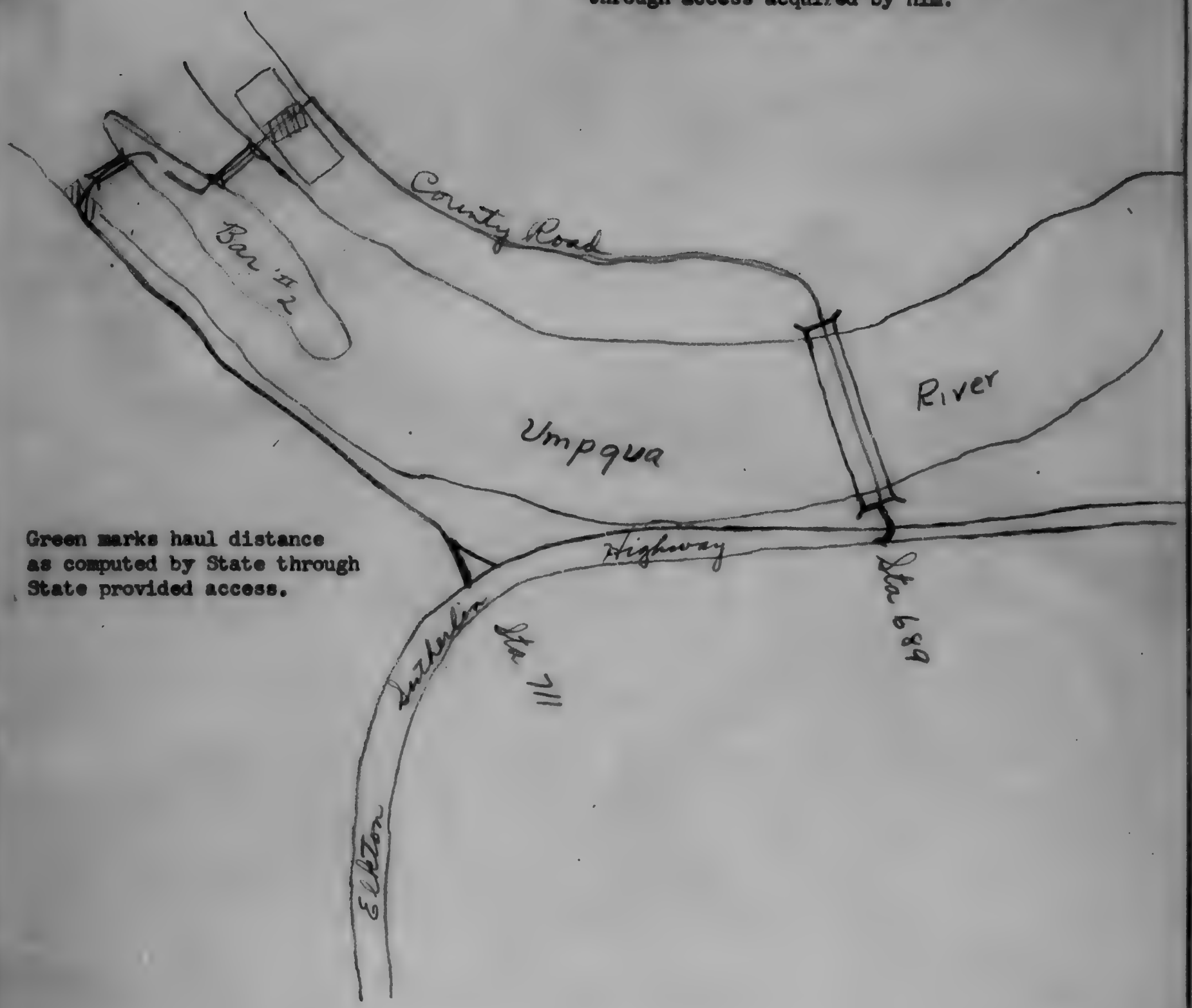
Yours very truly,

C. W. ENFIELD
Chief Counsel

By Ralph Wyckoff
RALPH WYCKOFF
Assistant Attorney

RW:ca
cc Mr. Enfield
Mr. Miller

Red marks haul as made by contractor through access acquired by him.



Green marks haul distance as computed by State through State provided access.

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

S-216(2)

2997

OREGON
STATE HIGHWAY DEPARTMENT

December 4, 1951

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. John H. Kelley
Attorney at Law
Yeon Building
Portland, Oregon

NOTED
W. C. WILLIAMS

Re: C. J. Elden, et al, vs.
Ben R. Chandler, et al.
Case No. L-1740

Dear Mr. Kelley:

The file pertaining to the case of Elden, et al, vs. Chandler, et al, has been referred to me for preparation for trial.

I have made a careful review of our file and, frankly, I am a little perplexed at the area of disagreement involving items (a), (b), (c), and (d) in Paragraph VIII in your Complaint. In view of the fact that it is possible that we may agree on some of the matters involved in this case without the need of submitting every item to litigation, I believe that a conference would be mutually advantageous. If such a course of action meets with your approval I would prefer to have such a conference here in Salem so that I might have the benefit of thoughts of members of our Engineering Department. However, if this is impossible, I should be glad to come to Portland.

Yours very truly,

C. W. Enfield
Chief Counsel

By

Ralph Wyckoff

RW:sm
cc: W. C. Williams
cc: C. W. Enfield

16(2)

2997

Salem, Oregon
March 28, 1951

Mr. J. M. Devers

I have carefully examined the claim filed by C. J. Elden and others in the Circuit Court of the State of Oregon for the County of Multnomah against the State Highway Commission, for allegedly additional compensation due on Contract No. 2997, Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

In the first instance, I must advise you that the complaint is not properly drawn, in that many items are listed that have already been allowed and it is apparent that Mr. Elden and/or his attorney has failed to study and correctly interpret the revised final estimate prepared on January 26, 1951, which estimate is mentioned in Section 8, page 5 of the Complaint.

At the request of Elden and his attorney, a conference was held in my office on June 22, 1950, which conference was attended by Mr. Kelly and Mr. Elden for the contractors and Mr. Smith and I for the State. At that time all of the items claimed by Mr. Elden were gone into thoroughly, and it was agreed that a further check would be made in the field. After this had been done all but one of the items claimed at that time were allowed and are shown and payment allowed therefor in the revised final estimate as of January 26, 1951.

I will now take up the claims in their order, as listed under Section 8 of the Complaint.

a. The 252 cubic yards of trench excavation was allowed in the revised final estimate at $3.00 per cubic yard, and, therefore, this claim has no basis.

b. The 150 additional cubic yards of ¼" - 0" crushed rock on road was allowed at the contract price of $2.90 per yard and included in the revised final estimate. Therefore, this claim has no validity.

c. The RC-3 asphalt and 151-200 asphalt was allowed in the revised final estimate. This claim has no validity.

d. The 46 cubic yards of structural excavation was allowed at the contract price of $3.00 per cubic yard in the revised final estimate, and this claim is without validity.

Prove

e. This item was one that was re-checked in the field, and it was found that the contractor was entitled to additional payment for 632 yard miles of additional haul on topping materials, and this amount of additional haul was allowed in the revised semi-final estimate. This claim has no basis.

f. The claim under "f" is for extra haul of topping and backfill material by reason of the contractor's acquiring permission to haul over a private road, which entailed a longer haul than over a shorter possible haul route from the gravel pit which the State had designated. At the time of the conference, Mr. Eldon and his attorney were advised that the hauling over the private road was a matter of the contractor's own volition, and the State was nowise obligated to reimburse him for any extra haul that he may have voluntarily incurred. It is recommended that claim "f" be denied.

Prove

g. The claim for 72.2 cubic yards of trench excavation at Station 10l4+00 has never previously been mentioned by the contractor. The revised semi-final estimate shows that the contractor is allowed 98.8 cubic yards of trench excavation at Station 10l4, which is greater than the amount of his claim. This claim is apparently in error on the part of the contractor.

Prove

h. Claims for additional structural excavation at Station 761+90 and 771+42 are claims which have not previously been presented by the contractor. At Station 761+90 the contractor states he excavated 1.16 cubic yards of structural excavation. Our final estimate shows an allowance of 7.1 cubic yards of structural excavation at this location, which is far greater than the contractor is claiming. Likewise, at Station 771+42, the final estimate indicates that the contractor was allowed 39.4 cubic yards of trench excavation, which is also greater than the amount he claims, and it is quite apparent that both claims in item "h" are in error.

Prove

i. The request for $500 that the contractor paid for private right of way ties in with item "f" above pertaining to extra haul. As then stated, the contractor made arrangements for the haul over the private road to suit his own convenience and is not entitled to payment for the extra haul he incurred, nor is he entitled to payment for the right to haul over the private road, for which he claims he paid $500.

Summing up the above, claims "a", "b", "c", "d", and "e" have been allowed, with the exception that under "e" the contractor is claiming more

than the actual haul involved. Claims "f" and "i" are denied. Claims "g" and "h" apparently were erroneously prepared by the contractor, as he has already been allowed in excess of the amount he is claiming. This means that the contractor has been paid for everything he is claiming, with the exception of item "f" in the amount of $1,786.58 and item "i" in the amount of $500.00, so that actually his total claim now results in only a total amount of $2,286.58, and it is my urgent recommendation that no allowance be made for the two claims that have been denied.

I return your copy of the Complaint.

W. C. Williams

WCW:mm

Encl.

cc Mr. R. H. Baldock
Mr. H. O. Smith

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 27, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Department
O F F I C E

Dear Sir:

I am returning herewith the Complaint of Mr. C. J. Eldon, in which he sues for a certain sum of money on the Yellow Creek-Calapooya Creek Contract in Douglas County. We have had Mr. McCallister recheck the items mentioned, and I quote herewith:

Item (a) on Page 5 of the Complaint, states the engineer and commission allowed 252 cubic yards of general excavation, which the plaintiff claims was trench excavation. This item was corrected in accordance with your letter of January 16th, and the 252 yards was included in the revised semi-final as trench excavation.

Item (b) The 150 cubic yards of ¼-0" material was allowed on the semi-final as revised, instead of being shown as screen rejects in the original semi-final estimates. The changing of this item from rejects to ¼-0" material resulted in a reduction of haul on rejects in the amount of 586.3 yard miles, which has not been mentioned in the plaintiff's complaint.

Item (c) Both the items of RC-3 asphalt and 151-200 asphalt were allowed, and shown in the revised final estimate.

Item (d) 46.1 cubic yards of structural excavation was allowed, in place of the original item of 46 yards of general excavation.

Item (e) The plaintiff was allowed 632 yard miles additional haul on road bed topping, from source #1.

Item (f) This item was definately denied at your conference with Mr. Eldon and his attorney, and verified in your letter of January 16th.

Item (g) and (h) I find no claim for additional yardage.

Item (i) This is an entire new claim over and above that previously requested, and it is my understanding that it has never been a policy to

allow a contractor payment for right of way for a haul road, when the Highway Commission has provided a suitable road, or access, to quarry sites, or gravel pits.

It would appear that all items, with the exception of f, g, h, and i, have been covered in the revised final estimate which was submitted to Mr. Eldon for approval, and which he, in turn, handed to his attorney for preparation of the suit.

The above figures are shown on copies of the original, and on the revised or corrected semi-final estimates, and photostatic copies thereof can be supplied, if desired.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A Pease

Edwin A. Pease
Construction Office Engineer

EAP:sh

Encl.

RECEIVED
FEB 8 1951
FOR FILING

S-216(2)

2997

February 7, 1951

General Casualty Co. of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2997, for work on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County, has been completed by the contractor, C. J. Kidon, and that revised final payment in the amount of $16,949.98 will be made on or after February 17, 1951.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total revised contract amount is $363,406.93, of which amount $553.53 represents force account items. This contract was completed on September 30, 1949 and accepted by the Highway Commission on March 21, 1950.

This notice is sent you as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD
2-7-51 gl

RECEIVED
Mar 2 8 1951
FOR FILING

FORM S-20 REV 8-50 AS500

8216(2)
2997

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1951

SUBJECT:

To: S. H. Probert
Office Engineer
State Office Building
Department

ATTENTION: D. B. Parkes

NOTED
W. C. WILLIAMS

Dear Sir:

Please refer to your copy of my letter of January 25 to Mr. C. J. Eldon.

In this letter as per your request, I requested Mr. Eldon to return for correction the final field estimate form in connection with Contract No. 2997, as your office had advised that a corrected voucher was contemplated. As mentioned in my letter of the 25th, we had been holding since March 3, 1950, the signed final voucher on this job which, however, had been signed by Mr. Eldon, with written in reservation.

I now forward for your information Mr. Eldon's reply to my letter which reply is dated January 29 and states his intention to bring suit against the Oregon State Highway Commission in connection with his claims under the contract.

The revised final estimate voucher on this contract is now in your office for approval. I am holding the other copies of this final revision and also, I am still holding the original signed voucher of March 3. This section will do nothing further in connection with this revised voucher until you advise otherwise.

Very truly yours,

Carl F. Smith

Carl F. Smith
Accounting Division

CFS:rs
encl.

cc: M. H. Hawke

D. B. Taylor

8

40

1/16/40

50

REFERRED TO
W.C. Williams

Please see me about this matter.

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon
January 29, 1951

Mr. Carl F. Smith
Claim Supervisor
Oregon State Highway Commission
Salem, Oregon

Subject: Claims Contract #2997

Dear Sir:

This is to acknowledge your letter to me of March 3, 1950.

The entire matter of the claims under contract No. 2997 has been turned over to Mr. John H. Kelley, attorney, 619 Yeon Building, Portland 4, Oregon, with instructions to bring suit against the Highway Commission to collect.

Any further information may be had through Mr. Kelley.

Very truly yours,

C. J. ELDON, with Associates

CJE:bg

RECEIVED
JAN 30 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 19 1951
FOR FILING

S-216(2)

2992

January 16, 1951

2300

Mr. John H. Kelley
Attorney and Counselor at Law
Yeon Building
Portland 4, Oregon

Dear Sir:

Corrections in the final estimate of Mr. Eldon's Contract No. 2992, Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Highway, are now being made in the checking department, and the revised semi-final estimate should be out within a few days.

This semi-final estimate will allow the various claims of Mr. Eldon with the exception of the claim for additional haul by reason of not hauling over the designated route from gravel pit No. 2.

As soon as the semi-final estimate is received by Mr. Eldon I will be pleased to hear from you further, but I must now advise that we cannot recommend, under any consideration, the extra haul involved by hauling over a private road through private property in lieu of the shorter route available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mc

FORM S-20 REV 6-50 45000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

W. C. WILLIAMS

Dear Sir:

In regard to Assignment #2300 and letter from John H. Kelley dated January 10th, I wish to advise that the data have been turned over to Mr. McCallister with instructions to correct the final estimate.

As soon as McCallister has made the corrections, a letter showing them will be prepared for submission to Mr. Kelley.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

January 10, 1951

assignment No. # 2300

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Attention: Mr. Williams

Gentlemen:

On November 7, 1950, I wrote you the following letter with regard to contract therein mentioned:

> "On June 22, 1950, Mr. Eldon and myself had a conference with your Mr. Williams, and others, in regard to Yellow Creek Calapooya Creek Section Elkton Sutherlin Highway, Contract No. 2997, and on September 13, 1950, I wrote you relative to this contract.
>
> Will you please advise me of your disposition of the exceptions filed to the estimates?"

Mr. Eldon is getting very impatient with me. May I have a response or reply to this letter as to when final estimates will be received.

Very truly yours,

JOHN H. KELLEY

JHK:bg

ASSIGNMENT

No. 230

[illegible] 6, 1950

By

Description: John H. Kelley's letter of November 7 asking about disposition of exceptions files to estimates - Mr. Elder's Contract No. 2997, Yellow Creek-Calapooya Creek Section of Elkton-Sutherlin Highway

Acknowledged by _____ Referred to Smith

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
XXX Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed _____ Report received 1-16-51

Remarks: Has field data been completed so we can release final? WCW

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

NEW OFFICE - SUITE 619
TELEPHONE No. BR. 6134

November 7, 1950

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Attention: Mr. Williams

Gentlemen:

On June 22, 1950, Mr. Eldon and myself had a conference with your Mr. Williams, and others, in regard to Yellow Creek Calapooya Creek Section Elkton Sutherlin Highway, Contract No. 2297, and on September 13, 1950, I wrote you relative to this contract.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Will you please advise me of your dispostion of the exceptions filed to the estimates?

Very truly yours,

JOHN H. KELLEY

JHK:bg

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NOV 8 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 19 1950
FOR FILING

I-216(2)

2997

September 18, 1950

Mr. John H. Kelley
Attorney and Counselor at Law
Iron Building
Portland 4, Oregon

Re: C. J. Eldon Contract #2997

Dear Sir:

Relative to disposition of exceptions filed by you to your final estimate on Contract No. 2997, I am sorry to advise you that I have not as yet received from the field a report of the additional measurements and data necessary to dispose of the items we discussed. I have asked the field to expedite the submission of these data and hope to be able to reply to you within the next two weeks at the most.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWmm

cc Mr. H. C. Smith

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON
④

September 13, 1950

Oregon State Highway Commission
319 State Office Building
Salem, Oregon

Gentlemen:

On June 22, 1950, Mr. Eldon and myself had a conference with your Mr. Williams and others with regard to the Yellow Creek Calapooya Creek, Section Elkton Sutherlin Highway, Contract No. 2997.

Will you please advise me of your disposition of the exceptions filed to the estimates?

Very truly yours,

JOHN H. KELLEY

JHK:bg

RECEIVED
SEP 14 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 21 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

8-216(2)
2997

June 21, 1950

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

I have carefully read the papers you left with me and which involve the claim by Eldon for additional compensation in connection with his contract No. 2997, and I make the following observations:

Several of his claims are predicated on purely engineering matters concerning which I am not qualified to speak; however, as I recall, our contract authorizes changes as the work progresses. It is my opinion that if those changes do not cause the contractor additional expenses, he is entitled to none. Most of his claims seem to be predicated upon some such ground. He makes claim, however, for additional compensation because of money he spent in connection with arrangements for some other road and for the procurement of materials from a source other than indicated in the contract. Its my opinion that if the contractor elected to get the materials from some other source and in so doing incurred additional expense, that additional expense must be borne by the contractor and is not an obligation of the State.

I will be glad to confer on this matter any time you want me to, and I am returning the files.

Yours very truly,

J. M. DEVERS

NOTED
W. C. WILLIAMS

JMD:FRC

FORM S-30 30M 1-40 20020

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 12th, 1950

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

REFERRED TO
M. Williams
By State Highway Engineer

I will turn this over to you.

Dear Sir:

I hand you herewith reports from Mr. Lytle and Mr. Young on Mr. Eldon's claim relative to Contract #2997, Elkton-Sutherlin Highway, Yellow Creek-Calapooya Creek Section. As is usual with Mr. Eldon's, these are based upon technical interpretations of the contract, cannot be separated from legal aspects and should be discussed with the Legal Department.

Allow

Exception No. 1: Mr. Eldon requests "Trench Excavation" for certain ditch excavation, although the special ditch provided in the original plans at Station 874 was changed into a roadside ditch and done by standard grading equipment which would automatically under the terms of the specifications change the term "Trench Excavation" to "General Excavation".

Allow

Exception No. 2 at Station 984+94: The engineer moved certain culverts to secure a better installation and materially cheapened the work for the contractor, and he consequently felt that the ditch excavation should carry the same classification as before. This is hardly consistent with the argument in Exception No. 1; therefore, it is recommended that 46.1 cubic yards of "General Excavation" be changed to "Structural Excavation".

Exception No. 3 is merely an enumeration of certain examples of "Structural" and "Trench Excavation" which were overpaid on the monthly estimate and a slight reduction made in the final. The final estimate has been checked in the Salem office and the amounts are correct.

Allowed

Exception No. 4 is an argument whether the haul should be paid by profile or over the existing road. Mr. Eldon's contention is that he had to haul topping material before the new grade was completed and, therefore, he should be paid over the old road. We conceded this and paid him for the additional distance on that portion where he was compelled to haul over the old road on account of heavy construction on the new. However, there still seems to be a slight discrepancy in what we allowed and what Eldon claims, which amounts to 142 feet. I think this sould be de-

nied, as it is our customary practice to pay for profile haul and there is no particular reason to make an exception here.

Exception No. 5 is another dispute concerning the practicability of haul. We specified the bar in the middle of the Umpqua River and contemplated that he would built a log bridge during low water and haul over a road on the south bank of the river, and we specified that the haul would be paid over the shortest route considered practical by the engineer. We provided ground adjacent to the river for his approach road. Eldon, however, bought a right through Mr. Rice's property on the north bank of the river, which we had been unable to do, and insists we should pay him haul by the longer route as well as reimburse him for the expense he had in acquiring right of way through Rice's property. I suppose an attorney would decide this on the question of whether it was practical to bridge the Umpqua River by an inexpensive bridge. Eldon himself bridges the South Umpqua River many times in his work on the Tiller-Trail, and he could have gotten away with an inexpensive bridge during the summer months. Many contractors have carried out more expensive operations, as pointed out by Mr. Young, and it seems to me that this would establish a far-reaching precedent as to whether the Highway Commission or the contractors are going to determine the practicability of the job as laid out.

I can only recommend that Mr. Eldon be allowed the 46.1 cubic yards of "Structural Excavation".

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-80 3SM 1-50 37000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg Oregon
April 25, 1950

SUBJECT:

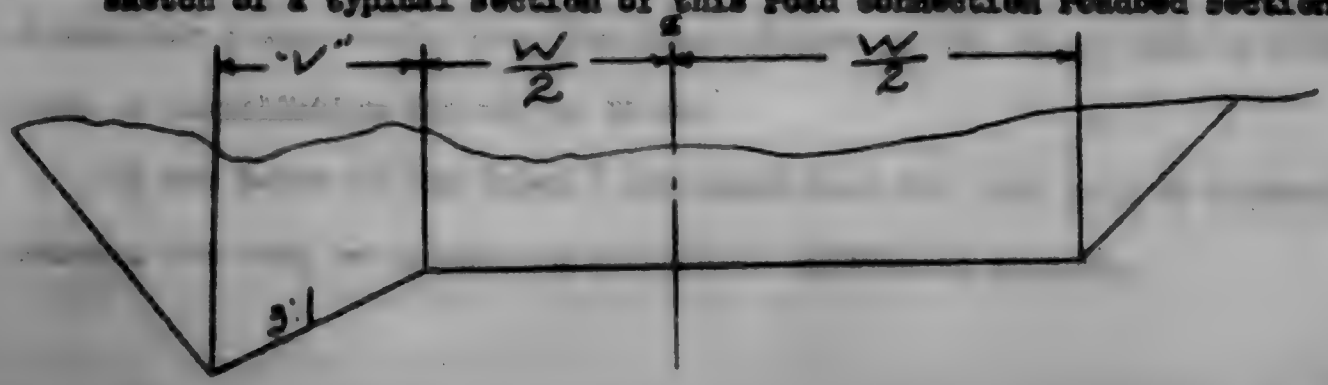
To:

Mr. H. G. Smith,
Construction Engineer,
Salem, Oregon

Dear Sir:

This letter is a report on the letter of C. J. Elden of Feb. 24, setting forth his exceptions to the final estimate on the Yellow Creek - Calapooya Creek Project on the Elkton - Sutherlin Highway. I will take these exceptions and deal with them in the order Mr. Elden enumerates them.

Exception No. 1 concerns the classification of a ditch at Station 872 + 40 and lying along the Green Valley Road, as general excavation instead of trench excavation. This ditch as shown on the plans was classed as trench excavation. However at time of construction it was found that the county road right of way would not accomodate a separate ditch, so the ditch was staked and constructed as a part of roadbed section of the Green Valley Road Connection. Below I have drawn a sketch of a typical section of this road connection roadbed section.



Our purpose in changing this design was twofold (1) to contain the drainage trench within the right of way (2) to effect a saving in the item of trench excavation which it was obvious at this time was going to overrun the contract amount. In this connection I wish to point out that for the whole job, the total trench excavation exceeded the contract amount by 1009.5 c.y.

I believe that the Standard Specifications, Sec. 8-10,8-11,12-2 and 12-4 covers the case at hand. I therefor recommend that we stick with our classification of the ditch containing 252 c.y. as General Excavation.

Exception No. 2. At station 988 + 94 it was planned originally to install a 24" corrugated culvert with drain tiles on each side as shown on sheet no. 12 of the plans for this job. The work as actually done was substantially as outlined by Kidon. Had the work been done accoring to the plan the excavation down to the flow line of the 6" perforated drain tile would have been paid for as General. However, we modified the installation to give the 24" culvert support on old ground throughout its length and installed one line of drain tile at the location shown on the plans. This modification met with the approval of the contractor's representatives on the job as they had previously urged a modification of this installation on the basis it would be extremely difficult to build as per the plans.

In making this change our Resident Engineer moved the 24" culvert 69 feet back on line from the perforated tile and allowed structural excavation for the installation of the culvert while allowing general for the installation of the 6" perforated. While he was undoubtably trying to make a fair and equitable adjustment, I believe that it was inconsistent and on the basis of this inconsistency, I believe that the contractor can make his claim stand up. Any other contractor I know would have been appreciative of the change due to a lower cost of installation but not so Kidon.

On the basis of the above I recommend that the 46.1 c.y. of excavation at station 988 + 94 be classed as structural instead of general.

Exception No. 3 being an enumeration of trench and structural excavation quantities as allowed on the monthly estimates as against the final estimate. We apparently overpaid him in these several instances on the monthly estimates which condition was corrected in the final as provided for in sec. 6-13 of the Standard Specifications to-wit: "The estimates upon which partial payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate."

Our semi final estimate shows that in the monthly estimates that we had overpaid the contractor 44.0 c.y. of structural and 42.5 c.y. of trench excavation. This had the effect of allowing the contractor to operate to some extent on our money which condition would be the average contractor's idea of paradise. Our checking has not revealed any mistake or oversight on the final and I presume such was the case in the Salem office checking of our records. My conclusion is therefor that the contractor has no basis for a claim and none of his enumerated items should be allowed.

We have constructed a recapitulation of the quantities allowed on the monthly estimates as against the semi final and a study of it shows that Kidon apparently selected these special cases of discrepancies more for the purpose of embarrasing us than in any real hope that he can make it stand up.

Exception No. 4 concerning the haul from Bar no. 1. It was previously decided by yourself that haul from Bar no. 1 would be allowed along the more circuitous route of the old road. However, the only part that was considered to make any appreciable difference in length was between station 855 and 872 at the Green Valley Junction. Between station 703 + 50 and 855 the new and old road practically coincided and any difference in distance was considered negligible. On this basis the difference in the length of the routes was 0.16 miles which resulted in our allowing the contractor 3774 yd. mi. additional for haul over the more circuitous route. However, between station 703 + 50 to 855 there is a difference of distance of 142 feet which would add .0268 miles to the length of haul giving a total difference of .1868 miles of haul extra around the old road. Using this quantity we find that the extra haul allowed would be

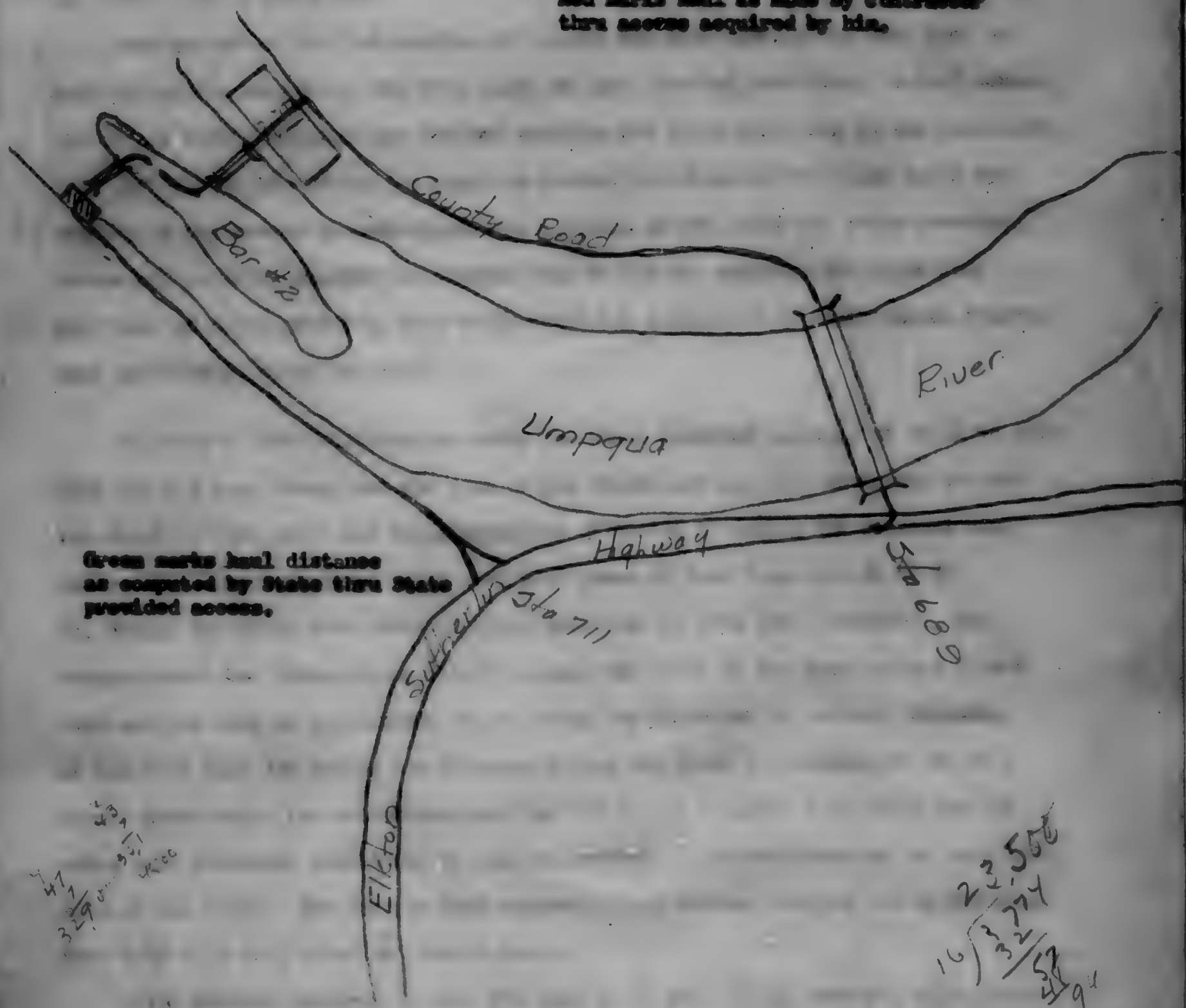
Allow

6/9 - No appeal taken.

1868/15 = 3774 = 4406 yd. mi. instead of the 3774 previously allowed.

Exception No. 5 concerns the haul distance allowed from Bar No. 2 or upstream bar. See Sketch.

Red marks haul as made by contractor thru access acquired by him.

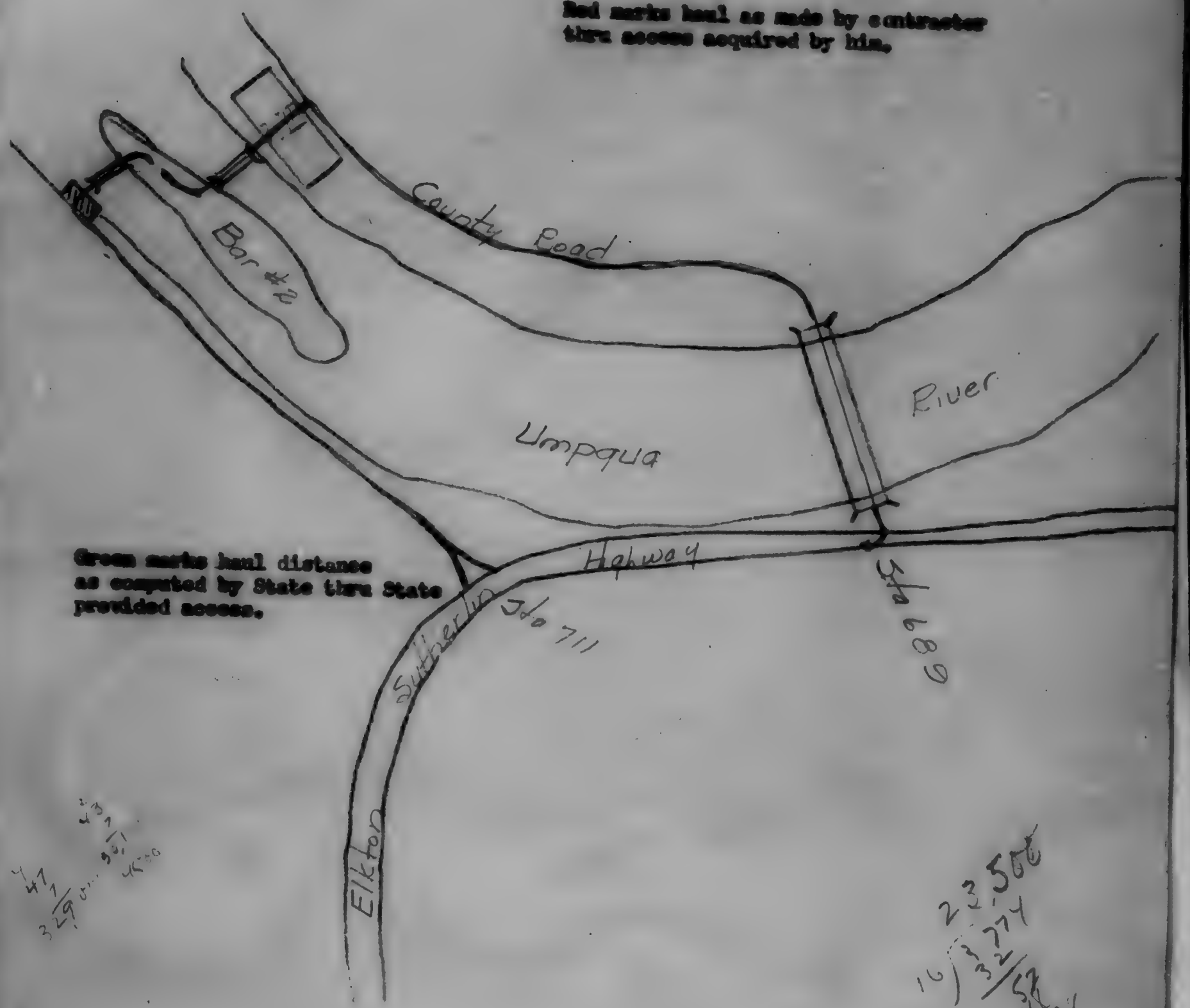


Green marks haul distance as computed by State thru State provided access.

$\frac{1866}{16}$ x 3774 = 4406 yd. mi. instead of the 3774 previously allowed.

Exception No. 5 concerns the haul distance allowed from Bar No. 2 or upstream bar. See Sketch.

Red marks haul as made by contractor thru access acquired by him.



Green marks haul distance as computed by State thru State provided access.

$\frac{23506}{16} = \frac{3774}{32} = \frac{53}{94}$

st 12, 1948, Eldon and Young accompanied by A. A. Kirkwood looked over State provided access to Bar No. 2. Eldon was told at that time that payment for haul from this source of materials would be made thru the State provided access and along the County road on the southerly side of the river. He registered no objection to this method of payment at that time but indicated he would haul around the other side of the river.

Sometime after this the contractor secured the right from a Mr. Geo. Rice to haul across his property. For this right he paid $500 but this right to haul across the Rice property excluded any hauling vehicles but those belonging to the contractor. This left the State without the right to recover the waste gravel which was a by-product of the screening operations. As a result of not using the State provided access and securing another one limited only to his own vehicles the State lost 4400 c.y. of waste gravel by high water which had a value to the maintenance department of about 50 cents per yard.

Mr Eldon's chief objection to using the State provided access, for which we paid $100 for a 5 year lease, was the cost of the bridge and the fill necessary to span the river at this point and the probability of losing it during the seasonal high water. The bridge required would have been about 50 feet long with 20 to 30 ft. piling and would have required about 3000 c.y. of fill for approaches. The bridge across the stream along Eldon's access was about 30 ft. long and 4 - 5 feet high and was held in appropriate place during the highwater by cables. However, at the time this job was in the planning state, the State had considered the very access route which the contractor used but due to the demands of Mr. Rice and the extra haul involved, considered it more economical to use the route on the southerly side of the river. The haul on that material lying between station 710 to 872 would have 0.67 mile haul added on Eldon's route.

While Eldon's argument is that the haul as he made it was over the only practicable route, the contract stipulates that the haul will be paid "along the shortest hauling routes which the Engineer considers practicable". We certainly considered our original haul route thru the designated access practicable, and in view of the contractor's shutting State vehicles off the bar by reason of his easement with

Geo. Rice, I would believe our access is the only practicable route.

I believe that had Eldon hauled thru our provided access, built the bridge and approaches required, he would have saved money over the method he used but if he still contends that his way was more practicable, I would figure the savings then made accrued to him and comprised his pay.

We recently had another gravel bar on an island in this vicinity when Leonard & Slate did the Roseburg - Dixonville job, the access bridge to the bar was over 200 feet long and cost approximately $7000., the amount of topping hauled over this bridge was 57000 c.y. Leonard & Slate could have hauled around with approximately 1/2 mile of extra haul but they elected to build the access bridge. Their price on topping was, incidentally, 60 cents against Eldon's 65 cents.

Eldon removed approximately 43000 c.y. of material off of this bar. The bridge and fill would probably have cost in the vicinity of $2900. for 50 ft. bridge and 3000 c.y. of fill materials.

Based on the above data, I recommend against paying for the haul as Eldon made it and against reimbursing him for the cost of the hauling easement across the Geo. Rice Property. Denied

Exception No. 6, concerning payment for Screen Rejection on Road. The 150 c.y. of Screen Rejections on Road which Eldon claims should be paid for as 3/4 - 0 in Leveling Course and Shoulders was 1/4 - 0 material that was added to the topping to help set up those portions of the road where we had lost the fines. The contract clearly states that 1/4 - 0 material in excess of 25% of the combined quantities of 3/4 - 1/2 and 1/2 - 1/4 shall be paid for as screen rejections. This was done and he was paid for 479.5 c.y. of 1/4 - 0 crushed material in stockpile; that figure being 25% of the combined grades as outlined above. This left 1898.6 c.y. of 1/4 - 0 to be paid for as Rejects which applies to either in stockpile or on the road. allow

Eldon bases his claim on the time at which we took this material, as at that time he did not have his total quantity of 1/4 - 0 out. However, the contract takes no cognisance of such a situation and definitely defines the amounts to be paid for at the various classifications.

I cannot fathom Elden's reasoning whereby he can arbitrarily call this material 3/4 - 0 in Leveling Course & Shoulders or any other grade other that what it is.

I recommend that we stay with our present method of payment for this material.

Exception No. 7 regarding payment for RC-3 Asphalt. There was a little skull duggery involved on the contractor's part as relates to the amount of RC-3 paid for. We shot out all the RC-3 required on the job. The contractor's foreman then assured us that there was no RC-3 left in the car. By the time that it occured to us that something was wrong with the quantity of RC-3 and determined to make a physical check of it, the car had been released. We then had the car set out in Eugene and the Railroad Company accomodated us by sticking the car. They reported there was 3 feet of oil remaining in the car. We used this figure as a basis of arriving at the 15.91 tons of RC-3 to be deducted from the total amount shipped to the job. We accepted the Railroad measure of the car to be a true unbiased measure and in view of the contractor's previous prevarications and evasions on this score I believe the Railroad Company's figures are the best evidence we have as to the quantity of oil left over from the job. On this basis 230.94 tons of oil shipped to the job minus 15.91 leaves 215.03 tons to be paid for by the State which amount is the same as shown on our estimate.

Exception No. 8 concerning quantity allowed of 151 - 200 Asphalt. The 0.98 tons of 151 - 200 Asphalt which the contractor claims to be shorted is accounted for on the "Oil Record Spread Tickets" which were turned in with the final records. The oil was wasted unnecessarily after we had protested some of their wasteful practices. The amount thus wasted was deducted from the total sent to the job.

This deduction did not take in the amounts of oil customarily allowed in blowing the boom, left after the last shot at night, etc. The contractor should not expect to get paid for these wasteful practices.

Very truly yours,

K. D. Lytle,
Division Engineer.

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON
④

February 24, 1950.

RECEIVED
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Contract No. 2997
Elkton-Sutherlin Secondary
Yellow Creek - Calapooya Creek,
C. J. Eldon.

We are enclosing the Final Estimate under Contract No. 2997, dated March 17, 1948. We have executed the same under protest and subject to all the exceptions heretofore and herewith filed.

An exception was filed with you on July 10, 1948, as to the classification of the ditch excavation alongside of the Green Valley Road at station numbered 874/80.

The contract provides that - "The work to be performed under this specification shall be performed in accordance with the standard specifications for earthwork as given in Section 12 of the standard specification form, except as supplemented and modified by the provisions which follow."

The modifications provide that the excavations at the sites of the 60-inch and 72-inch culverts and the excavation down to the flow line of the 6-inch perforated metal drains installed with the 24-inch culvert pipe at station 988/77 shall be classed as "General Excavation."

The standard specifications provide:

> "Under this specification the contractor shall perform all grading, leveling, ditching, backfilling, earth moving and all other excavation and embankment construction work required in the construction of the project as planned excepting only such as may be included and provided for in the specifications for particular parts of the work."

The plans for this work specifically provide for the digging of a ditch 300-feet long along the westerly side of the Green Valley County Road at station 874/80, and specifically designates the excavation therefor as "Trench Excavation." The ditch lies wholly outside of the highway roadbed section. 252 cubic yards was reported as "General Excavation."

State Highway Commission,
Salem, Oregon. #2 Feb. 24, 1950.

The work at station 988/94 was not done as planned. The plans designated an excavation across the road 10-feet wide on the bottom with side slopes of 1½ to 1. At each side of the excavation was a ditch 4-inches deep by 14-inches wide. These two ditches were to be backfilled with rock or gravel. Through the center of the excavation there was planned a 24-inch culvert which was to be covered with earth to a depth of 1-foot above the 24-inch pipe and having a width of 2-feet on top. 6-inch perforated drains were to be constructed ofer the side trenches and the entire excavation backfilled with gravel. 2' deep regular roadway ditch

The work done, as ordered by the engineer, was as follows:

A trench some three to four feet wide was made. A 24-inch culvert was installed and the trench backfilled as in the usual manner. Then some 30-feet to 50-feet further along the road a trench some 2-feet to 3-feet wide was excavated across the road. This trench was backfilled 4-inches to 6-inches with gravel and sand (roadbed topping). A 6-inch perforated drain was laid on this gravel bed after which the trench was backfilled with the roadbed topping until there was a cover of approximately 2-feet over the pipe. The balance of the backfill was from the excavated material.

The above is an outline of the actual construction, therefore, the 46.1 cubic yards that have been changed from "Structural Excavation" to "General Excavation" should be paid for as "Structural Excavation" at the price named in the contract.

Other items of Structural and Trench Excavation seem to be at considerable variance.

		Str.	Trench.
At station 840/48			
On estimate of	Oct. 10, 1948	30 c.y.	
"	Nov. 10, 1948	78.4	170.5 c.y.
"	Mar. 10, 1949		140.1
	Total	108.4	310.6
Allowed on final		103.5	170.5
	Difference	4.9	140.1
At Station 875/05	Nov. 10, 1948	8.	
Allowed on final		4.	
	Difference	4. c.y.	
At station 906/69			
Estimate	Oct. 10, 1948		16.6 c.y.
Final			8.5
	Difference		8.1 c.y.
At station 919/69			
Estimate	Sept. 10, 1948	20.5	
"	Oct. 10, 1948	.9	
	Total	21.4	.0
Allowed on final		20.5 * /	.9
	Difference	.9 /	.9

...NSELOR AT LAW

State Highway Commission,
Salem, Oregon. #3 Feb. 23, 1950.

At Station 929/77	Str.	Trench
Estimate September 10, 1948	6.2	18.0
Final	6.2	15.3
Difference		2.7 c.y.

Under date of November 23, 1948, there was filed with the partial estimate of November 10, 1948, an exception to the measurement of the haul distances on the roadbed topping hauled from source of material number 1.

On the detail sheet of the partial estimate of September 10, 1949, there appears an item: - "Extra haul around old road station 855 to 872, 3774 yd. mi." (No further correction has been made.) The haul distance on this material should be measured along the old road from station 703/50 to station numbered 878/50 (the point of confluence of the old road and the newly constructed highway) thence along the new highway to the point of deposit.

On June 20, 1949, we filed with you a protest as to the route over which the "yard miles" of haul for gravel roadbed topping and backfill from Source of Material No. 2 was figured as having been hauled. In submitting the final estimate it appears that the same assumption has been used in determining the pay quantity of the item, "Hauling Roadbed Topping" from this source of material.

It was necessary to, and a bridge was constructed that remained in place all during the highwater of winter and spring and, to the best of my own knowledge, is still in place and an access road over the only feasible and practicable route to obtain this material. This route also served in getting the crushing materials used in the leveling course, shoulders and aggregates for the oil work. The easement for this road and bridge cost us $500.00 and was paid for by us. The deadhaul distance from the approximate center of the excavations of the gravel on the island to the center line of the highway at station 689/00 is 8018 feet as measured by Mr. R. R. Kelley, our engineer.

Under the terms of the contract we are entitled to pay haul from the place of excavation over the bridge and route used of 8018 feet to station 689/00 thence along the highway to the place of deposit, and in addition to this we are entitled to reimbursement for the amount paid for the easement above mentioned.

LEY
UNSELOR AT LAW

State Highway Commission
Salem, Oregon. #4 Feb. 23, 1950.

We call your attention to the following discrepancies:

On the partial estimate of July 10, 1949, there appears two items:

"Screen Rejections on road	150 c.y. at 25¢	$37.50
Hauling rejects	715 yd.mi. 12¢	85.80
		123.30."

This item consisted of
3/4"-0" Mat'l in leveling course & shoulders
150 c.y. at $2.90 435.00

Balance due us $311.70

(6) allow

See exception filed with estimate of July 10, 1949.

R.C-2 Cutback asphalt:

There was shipped to the job		230.94 Tons
There was returned from the job	10.69 "	
Net used	220.25 "	
Estimated in Binder		133.96 Tons
Estimated in Seal		81.07 "
Total allowed in estimate		215.03 "
Amount not accounted for		5.22 "

5.22 Tons RC-3 Asphalt @ $45.00 $234.90

151-200 Penetration Asphalt:

There was shipped to the job			324.78 Tons
Estimate used on the road	321.43		
" " in barrels	2.37		323.80 Tons
Shortage		.98 Tons	
.98 Tons 151-200 Asphalt at $44.00		——	$ 43.12

(8) allow

Total shortage on road oil:

RC-3	$234.90
151-200	43.12
	$278.02

Yours very truly,
C. J. ELDON with ASSOCIATES
By [signature], Attorney

RECEIVED
JUN 9 1950
FOR FILING

8-216(2)
2997

June 8, 1950

Mr. John H. Kelley, Attorney
Yeon Building
Portland 4, Oregon

Dear Sir:

A conference relative to C. J. Kiddon's Contract No. 2997 at 10:00 a.m., June 22, in this office, is satisfactory.

Unless I hear from you to the contrary, I will look forward to meeting with you at that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON
④

June 6, 1950.

NOTED
W. C. WILLIAMS

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. W. C. Williams:

Gentlemen: Re: Contract No. 2997 -
C. J. Eldon.

I have your letter of June 2, 1950, and it will be impossible for me to meet with you on June 8, 1940, but Thursday, June 22, 1950 will be satisfactory and I would suggest approximately 10 o'clock.

Yours very truly,

JHK:Y JOHN H. KELLEY.

RECEIVED
JUN 7 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING
5.216(a)
3997

May 17, 1950

Mr. John H. Kelley
Teon Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter dated May 13, 1950, asking that you be advised when final estimate on Contract No. [illegible], for regrading, surfacing and oiling on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County, will be forwarded to Mr. Elden.

Final estimate was sent to Mr. Elden February 2, 1950. The final estimate voucher was returned by Mr. Elden, but without his acceptance.

If Mr. Elden has further claims on this contract, it will be necessary for him to present them for approval. If an agreement can be reached, a revised final voucher will be prepared.

Very truly yours,

R. H. Baldock
State Highway Engineer

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MAY 29 1950
FOR FILING
Profit 15%-10%
8-216 (2)

W.C. Williams

May 1st, 1950

FINAL COST ANALYSIS
Yellow Creek-Calapooya Creek Section — Contractor - C. J. Elden
Grading, Surfacing & Oiling — Resident Engineer - Hilbert Leung

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All				$34,650.00	$41,800.00
Structural Excavation, Un.	1,287.4	Cu. Yd.	$4.00	$3.65	4,699.01	5,149.60
Trench Excavation, Unclass.	4,288.9	" "	3.00	3.22	13,810.26	12,866.70
Gen'l. " "	204,572.6	" "	0.48	0.61	125,189.66	98,194.85
Short Overhaul	391,357	Yd. Sta.	0.02	0.025	9,783.93	7,827.14
Long Overhaul	7,361.1	C-Yd. Sta.	0.50	0.63	4,637.49	3,680.55
Finish R/B & Slopes	7.375	Mile	500.00	585.00	4,314.38	3,687.50
Rounding Cutbanks	17,868	Lin. Ft.	0.16	0.21	3,752.28	2,858.88
18" Half Circle Corr. Metal Pipe	40	" "	3.00	2.64	105.60	120.00
12" Corr. Metal Pipe	346	" "	2.70	2.67	923.82	934.20
18" " " "	3,184	" "	3.80	3.73	11,876.32	12,099.20
24" " " "	694	" "	5.75	5.63	3,907.22	3,990.50
36" " " "	126	" "	10.00	9.65	1,215.90	1,260.00
60" Corr. Metal Pipe Prot. Invert	116	" "	26.50	25.10	2,910.93	3,074.00
72" Corr. Metal Pipe Prot. Invert	148	" "	33.00	26.51	3,923.56	4,884.00
18" Concrete Pipe	36	" "	4.80	4.28	154.08	172.80
6" Perf. Metal Drain Pipe	928	" "	1.50	1.43	1,327.04	1,392.00
Salvaging Culvert Pipe	160	" "	2.00	1.90	304.00	320.00
3/4"-0" Cr. Material in Stockpile	843	Cu. Yd.	3.00	1.87	1,576.41	2,529.00
1½"-¾" Cr. Mat'l. in Stockpile	1,075	" "	3.20	1.87	2,010.25	3,440.00
¾"-0" " " " "	479.5	" "	2.60	1.87	896.67	1,246.70
Selected R/B Topping	47,097.5	" "	0.65	0.75	35,323.13	30,613.38
Hauling " "	200,171.5	Yd. Mi.	0.15	0.18	36,030.87	30,025.73
3/4"-0" Mat'l. in Level Course and Shoulders	7,947	Cu. Yd.	2.90	2.47	19,629.09	23,046.30

Item	Quantity	Unit	Unit Bid	Cost	Total Cost	Earned
Sprinkling	4,302.6	M-Gal.	$2.50	$1.81	$7,787.72	$10,756.50
*Preparation of Base	7.375	Mile	200.00	263.85	1,945.97	1,475.00
Furnish & Place Aggregate	4,933.3	Cu. Yd.	4.75	3.46	17,067.82	23,433.18
*Furn. & Place RC-3 or Equal. Asphalt in Seal Coat	81.07	Ton	45.00	38.79	3,144.71	3,648.15
*Furn. & Place RC-3 Asphalt in Binder Course	133.96	"	45.00	38.79	5,196.31	6,028.20
*Furn. & Place 151-200 Asphalt	321.43	"	44.00	36.79	11,825.41	14,142.92
SP Screen Rejects in Stockpile	1,463.6	Cu. Yd.	0.25	0.25	365.90	365.90
SP Hauling Rejects in Stockpile	5,122.6	Yd. Mi.	0.12	0.12	614.71	614.71
SP Screen Rejects on Road	435	Cu. Yd.	0.25	0.25	108.75	108.75
SP Hauling Rejects on Road	1,697.5	Yd. Mi.	0.12	0.12	203.70	203.70
PA #1, Install 4" Drain Pipe	50	Lin. Ft.	0.75	0.60	30.00	37.50
PA #2, Lumber and Timber in Approach Bridge	4.068	M-FBM	110.00	96.72	393.45	447.48
PA #3, Extra for Solid Rock Exc. Sta. 708+50 to 711+50	3,164.2	Cu. Yd.	0.93	0.64	2,025.09	2,942.71
PA #4, Purchase Excess 1½"-3/4" Min. Agg. in S. File	162.4	"	"	2.75	1.87	303.69	446.60
3/4"-0" Cr. Gravel in S. File	286.9	"	"	2.60	1.87	536.50	745.94
151-200 Asphalt Barrelled	2.37	Ton		28.90	28.90	68.49	68.49
18" Half Round Grr. Metal Pipe	120	Lin. Ft.		1.635	1.635	196.20	196.20
Force Account						498.60	553.51
						$375,257.32	$361,428.49

	Gross Revenue	Total Cost	Loss	% of Loss
C. J. Elden	$347,632.94	$360,322.75	$12,689.81	3.6%
W. O. Dail	13,795.55	14,934.57	1,139.02	0.8%
Totals	$361,428.49	$375,257.32	$13,828.83	

Net Loss Equals 3.8% of Gross Revenue

Detail of Cost

Labor:

Supervision	$10,719.93	
Labor	150,019.92	
Labor Insurance	12,055.49	
		$172,795.34

Materials:

6" Metal Perf. Pipe	928 lin. ft.	at $0.83	$770.23	
6" Metal Bands	46	" 0.91	41.86	
18" Concrete Pipe	36 lin. ft.	" 2.78	100.08	
18" Half Circle Corr. Metal Pipe	40 lin. ft.	" 1.40	56.00	
12" Corr. Metal Pipe	346 "	" " 1.47	508.62	
12" " " Bands	16	" 1.82	29.12	
18" " " Pipe	3,184 lin. ft.	" 2.11	6,718.24	
18" " " Bands	164	" 3.12	511.64	
24" " " Pipe	694 lin. ft.	" 3.25	2,255.50	
24" " " Bands	34	" 3.92	133.28	
36" " " Pipe	126 lin. ft.	" 6.39	805.14	
36" " " Bands	6	" 6.44	38.64	
60" " " Pipe	116 lin. ft.	" 14.91	1,729.56	
60" " " Bands	6	" 26.08	156.48	
72" " " Pipe	148 lin. ft.	" 18.90	2,797.20	
72" " " Bands	6	" 31.96	191.76	
Asphalt RC-3	215.03 ton	" 23.00	4,945.69	
" 151-200	321.43 "	" 21.00	6,750.00	
Freight on Asphalt	536.46 "	" 5.40	2,896.88	
				31,435.92

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$78,380.58
" " (Hired, Fully Operated)	21,596.00
Bond	2,168.57
Gas, Oil & Grease	18,590.60
Lumber	2,805.86
Explosives	2,579.73
Move In, Freight & Cartage	7,175.00
P.U.C.	1,755.00
Misc. Supplies	8,410.00
Office Overhead	8,544.45
Loss on Cookhouse	4,085.70
	156,091.49

Total Cost $360,322.75

R. O. Hall

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	7.375	Mile	$200.00	$263.86	$1,945.97	$1,475.00
Haul & Place Aggregate	4,933.3	Cu. Yd.	1.41	1.59	7,843.95	6,955.95
Haul & Place RC-3 in Seal Coat	81.07	Ton	10.00	9.59	777.46	810.70
Haul & Place RC-3 in Binder	133.96	"	10.00	9.59	1,284.68	1,339.60
Haul & Place 151-200 Asphalt	321.43	"	10.00	9.59	3,082.51	3,214.30
					$14,934.57	$13,795.55

Gross Revenue	$13,795.55
Total Cost	14,934.57
Loss	$ 1,139.02

R. O. Hall

Detail of Cost

Labor:

Labor	$9,312.72	
" Insurance	698.45	
		$10,011.17

Equipment Rentals & Misc. Supplies:

Equipment Rental	$2,875.60	
Gas, Oil & Grease	935.40	
Home Office & Overhead	390.55	
Move In	475.00	
Misc. Supplies & Repairs	246.85	
		4,923.40

Total Cost..... $14,934.57

Yellow Creek - Calapooya Creek
Contract #2997

Remarks:

This contract was a "Federal Aid Secondary Project" for regrading, surfacing and oiling of 7.37 miles of highway roadbed on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

This contract was bid March 15th, 1948, awarded March 17th, 1948, work started May 3rd, 1948, and the project was completed September 30th, 1949.

The contractor started clearing May 3rd, 1948, with a crew of 16 men and 2 D-7 cats and clearing dozers. This crew stayed on the clearing until August 7th, 1948, then the crew was reduced to 8 men who remained on the clearing until February 19th, 1949.

The clearing consisted of large second growth fir trees and scrub oak trees and various types of thick brush. The contractor made a fair profit on clearing and grubbing.

During the clearing operations there was a crew of 6 to 8 men erecting a camp which consisted of a cookhouse, office, timekeeper and superintendent house, 5 bunkhouses and 1 equipment repair shed. This erection required approximately 3 weeks.

The contractor started grading July 6th, 1948, with 3 cats and carryalls on the southerly end of the job, this being very good material to excavate during the dry weather, but due to the early fall rains the excavation was stopped on this section and work was started on the northerly end where there was a sizeable amount of solid rock and boulders, this requiring a drilling and shooting crew and a 1½ cu. yd. shovel and three 6 cu. yd. trucks. There was less drilling and shooting on the solid rock than on the boulders. This excavation progressed rather slowly due to the inclement weather and the difficulty encountered in the boulder cuts. Also, old equipment and poor supervision increased cost, and the contractor suffered a sizeable loss.

The selected roadbed topping was secured from two state-controlled bars in the Umpqua River. Number one bar was located approximately 500 feet westerly from Station 699+00. The number two bar was located approximately 1,000 feet off of a county road which was 1.25 miles westerly from Station 710. The topping was hauled from the number one bar. The material that was suitable for crushing was stockpiled adjacent to the highway at Station 725, and the smaller material was placed on the roadbed, but later the contractor changed the crushing setup and set the crusher up on the west side of the Umpqua River opposite Station 689. The material that was stockpiled at Station 725 had to be reloaded and hauled on the roadbed, resulting in handling this material twice. A loss was suffered on this item.

The erection of the crusher started February 23rd, 1949, crushing was started April 18th, 1949, and completed September 9th, 1949. Crushing time approximately 480 hours to crush 15,787 cu. yd., for an average of 32.8 cu. yd. per hour. This was good production for this type of crushing plant, which consisted of old machinery and had a crew of 4 men operating the plant. A profit was realized on the crushing.

The oiling was subcontracted by R. O. Dail who hauled and placed the oil and hauled and placed the aggregate. The prime contractor bought the oil and paid the freight, which was bought at Portland and shipped to Sutherlin, Oregon.

The subcontractor started the oiling August 9th, 1949, and completed September 30th, 1949. This was very low production and was due to poor supervision and equipment. The subcontractor suffered a loss on the oiling work.

The contractor started the grading on the south end of the job instead of the north end. When the fall and winter rains started, the grade became soft, as there was only one course of topping on the roadbed, resulting in logging trucks getting stuck and having to be pulled through with the contractor's cats and dozers, and also making it necessary to haul more topping to fill the holes that were caused by the trucks getting stuck. This grading should have been started earlier and completed in 1948, but with a late start and slow progress it was not completed until July, 1949. Also, the topping was hauled through the grading operation, which hampered both operations.

Slow progress and low production resulted in a loss to the contractors on this contract.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
MAY 10 1950
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FINAL COST ANALYSIS

Contract #2997 — Yellow Creek-Calapooya Creek Section — Contractor - C. J. Elden
Prefix 110-1036 — Grading, Surfacing & Oiling — Resident Engineer - Hilbert Young

1-216(2)

Item 2997	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All				$34,650.00	$41,800.00
Structural Excavation, Un.	1,287.4	Cu. Yd.	$4.00	$3.65	4,699.01	5,149.60
Trench Excavation, Unclass.	4,288.9	" "	3.00	3.22	13,810.26	12,866.70
Gen'l. " "	204,572.6	" "	0.48	0.61	125,180.66	98,194.85
Short Overhaul	391,357	Yd. Sta.	0.02	0.025	9,783.93	7,827.14
Long Overhaul	7,361.1	C-Yd. Sta.	0.50	0.63	4,637.49	3,680.55
Finish R/B & Slopes	7.375	Mile	500.00	585.00	4,314.38	3,687.50
Rounding Cutbanks	17,868	Lin. Ft.	0.16	0.21	3,752.28	2,858.88
18" Half Circle Corr. Metal Pipe	40	" "	3.00	2.64	105.60	120.00
12" Corr. Metal Pipe	346	" "	2.70	2.67	923.82	934.20
18" " " "	3,184	" "	3.80	3.73	11,876.32	12,099.20
24" " " "	694	" "	5.75	5.63	3,907.22	3,990.50
36" " " "	126	" "	10.00	9.65	1,215.90	1,260.00
60" Corr. Metal Pipe Prot. Invert	116	" "	26.50	25.10	2,910.93	3,074.00
72" Corr. Metal Pipe Prot. Invert	148	" "	33.00	26.51	3,923.56	4,884.00
18" Concrete Pipe	36	" "	4.80	4.28	154.08	172.80
6" Perf. Metal Drain Pipe	928	" "	1.50	1.43	1,327.04	1,392.00
Salvaging Culvert Pipe	160	" "	2.00	1.90	304.00	320.00
3/4"-½" Cr. Material in Stockpile	843	Cu. Yd.	3.00	1.87	1,576.41	2,529.00
½"-¼" Cr. Mat'l. in Stockpile	1,075	" "	3.20	1.87	2,010.25	3,440.00
¼"-0" " " " "	479.5	" "	2.60	1.87	896.67	1,246.70
Selected R/B Topping	47,097.5	" "	0.65	0.75	35,323.13	30,613.38
Hauling " "	200,171.5	Yd. Mi.	0.15	0.18	36,030.87	30,025.73
3/4"-0" Mat'l. in Level Course and Shoulders	7,947	Cu. Yd.	2.90	2.47	19,629.09	23,046.30

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Cost	Total Cost	
Sprinkling	4,302.6	M-Gal.	$2.50	$1.81	$7,787.72	$10,756.50
*Preparation of Base	7.375	Mile	200.00	263.86	1,945.97	1,475.00
Furnish & Place Aggregate	4,933.3	Cu. Yd.	4.75	3.46	17,067.22	23,433.18
*Furn. & Place RC-3 or Emul. Asphalt in Seal Coat	81.07	Ton	45.00	38.79	3,144.71	3,648.15
*Furn. & Place RC-3 Asphalt in Binder Course	133.96	"	45.00	38.79	5,196.31	6,028.20
*Furn. & Place 151-200 Asphalt	321.43	"	44.00	36.79	11,825.41	14,142.92
SP Screen Rejects in Stockpile	1,463.6	Cu. Yd.	0.25	0.25	365.90	365.90
SP Hauling Rejects in Stockpile	5,122.6	Yd. Mi.	0.12	0.12	614.71	614.71
SP Screen Rejects on Road	435	Cu. Yd.	0.25	0.25	108.75	108.75
SP Hauling Rejects on Road	1,697.5	Yd. Mi.	0.12	0.12	203.70	203.70
PA #1, Install 4" Drain Pipe	50	Lin. Ft.	0.75	0.60	30.00	37.50
PA #2, Lumber and Timber in Approach Bridge	4.068	M-FBM	110.00	96.72	393.45	447.48
PA #3, Extra for Solid Rock Exc. Sta. 708+50 to 711+50	3,164.2	Cu. Yd.	0.93	0.64	2,025.09	2,942.71
PA #4, Purchase Excess 1¼"-3/4" Min. Agg. in S. Pile	162.4	" "	2.75	1.87	303.69	446.60
3/4"-0" Cr. Gravel in S. Pile	286.9	" "	2.60	1.87	536.50	745.94
151-200 Asphalt Barrelled	2.37	Ton	28.90	28.90	68.49	68.49
18" Half Round Crr. Metal Pipe	120	Lin. Ft.	1.635	1.635	196.20	196.20
Force Account					498.60	553.53
					$375,257.32	$361,428.49

	Gross Revenue	Total Cost	Loss	% of Loss
C. J. Eldon	$347,632.94	$360,322.75	$12,689.81	3.6%
*R. O. Dail	13,795.55	14,934.57	1,139.02	0.8%
Totals	$361,428.49	$375,257.32	$13,828.83	

Net Loss Equals 3.8% of Gross Revenue

Detail of Cost

Labor:

Supervision	$10,719.93	
Labor	150,019.92	
Labor Insurance	12,055.49	
		$172,795.34

Materials:

6" Metal Perf. Pipe	928	lin. ft.	at $0.83	$770.23	
6" Metal Bands	46		" 0.91	41.86	
18" Concrete Pipe	36	lin. ft.	" 2.78	100.08	
18" Half Circle Corr. Metal Pipe	40	lin. ft.	" 1.40	56.00	
12" Corr. Metal Pipe	346	" "	" 1.47	508.62	
12" " " Bands	16		" 1.82	29.12	
18" " " Pipe	3,184	lin. ft.	" 2.11	6,718.24	
18" " " Bands	164		" 3.12	511.64	
24" " " Pipe	694	lin. ft.	" 3.25	2,255.50	
24" " " Bands	34		" 3.92	133.28	
36" " " Pipe	126	lin. ft.	" 6.39	805.14	
36" " " Bands	6		" 6.44	38.64	
60" " " Pipe	116	lin. ft.	" 14.91	1,729.56	
60" " " Bands	6		" 26.08	156.48	
72" " " Pipe	148	lin. ft.	" 18.90	2,797.20	
72" " " Bands	6		" 31.96	191.76	
Asphalt RC-3	215.03	ton	" 23.00	4,945.69	
" 151-200	321.43	"	" 21.00	6,750.00	
Freight on Asphalt	536.46	"	" 5.40	2,896.88	
					31,435.92

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$78,380.58	
" " (Hired, Fully Operated)	21,596.00	
Bond	2,168.57	
Gas, Oil & Grease	18,590.60	
Lumber	2,805.86	
Explosives	2,579.73	
Move In, Freight & Cartage	7,175.00	
P.U.C.	1,755.00	
Misc. Supplies	8,410.00	
Office Overhead	8,544.45	
Loss on Cookhouse	4,085.70	
		156,091.49

Total Cost $360,322.75

R. O. Dail

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	7.375	Mile	$200.00	$263.86	$1,945.97	$1,475.00
Haul & Place Aggregate	4,933.3	Cu. Yd.	1.41	1.59	7,843.95	6,955.95
Haul & Place RC-3 in Seal Coat	81.07	Ton	10.00	9.59	777.46	810.70
Haul & Place RC-3 in Binder	133.96	"	10.00	9.59	1,284.68	1,339.60
Haul & Place 151-200 Asphalt	321.43	"	10.00	9.59	3,082.51	3,214.30
					$14,934.57	$13,795.55

Gross Revenue	$13,795.55
Total Cost	14,934.57
Loss	$ 1,139.02

R. O. Dail

Detail of Cost

Labor:		
Labor	$9,312.72	
" Insurance	698.45	
		$10,011.17
Equipment Rentals & Misc. Supplies:		
Equipment Rental	$2,875.60	
Gas, Oil & Grease	935.40	
Home Office & Overhead	390.55	
Move In	475.00	
Misc. Supplies & Repairs	246.85	
		4,923.40
T o t a l C o s t		$14,934.57

Yellow Creek - Calapooya Creek
Contract #2997

Remarks:

This contract was a "Federal Aid Secondary Project" for regrading, surfacing and oiling of 7.37 miles of highway roadbed on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

This contract was bid March 15th, 1948, awarded March 17th, 1948, work started May 3rd, 1948, and the project was completed September 30th, 1949.

The contractor started clearing May 3rd, 1948, with a crew of 16 men and 2 D-7 cats and clearing dozers. This crew stayed on the clearing until August 7th, 1948, then the crew was reduced to 8 men who remained on the clearing until February 19th, 1949.

The clearing consisted of large second growth fir trees and scrub oak trees and various types of thick brush. The contractor made a fair profit on clearing and grubbing.

During the clearing operations there was a crew of 6 to 8 men erecting a camp which consisted of a cookhouse, office, timekeeper and superintendent house, 5 bunkhouses and 1 equipment repair shed. This erection required approximately 3 weeks.

The contractor started grading July 6th, 1948, with 3 cats and carryalls on the southerly end of the job, this being very good material to excavate during the dry weather, but due to the early fall rains the excavation was stopped on this section and work was started on the northerly end where there was a sizeable amount of solid rock and boulders, this requiring a drilling and shooting crew and a 1¼ cu. yd. shovel and three 6 cu. yd. trucks. There was less drilling and shooting on the solid rock than on the boulders. This excavation progressed rather slowly due to the inclement weather and the difficulty encountered in the boulder cuts. Also, old equipment and poor supervision increased cost, and the contractor suffered a sizeable loss.

The selected roadbed topping was secured from two state-controlled bars in the Umpqua River. Number one bar was located approximately 500 feet westerly from Station 699+00. The number two bar was located approximately 1,000 feet off of a county road which was 1.25 miles westerly from Station 710. The topping was hauled from the number one bar. The material that was suitable for crushing was stockpiled adjacent to the highway at Station 725, and the smaller material was placed on the roadbed, but later the contractor changed the crushing setup and set the crusher up on the west side of the Umpqua River opposite Station 689. The material that was stockpiled at Station 725 had to be reloaded and hauled on the roadbed, resulting in handling this material twice. A loss was suffered on this item.

The erection of the crusher started February 23rd, 1949, crushing was started April 18th, 1949, and completed September 9th, 1949. Crushing time approximately 480 hours to crush 15,787 cu. yd., for an average of 32.8 cu. yd. per hour. This was good production for this type of crushing plant, which consisted of old machinery and had a crew of 4 men operating the plant. A profit was realized on the crushing.

The oiling was subcontracted by R. O. Dail who hauled and placed the oil and hauled and placed the aggregate. The prime contractor bought the oil and paid the freight, which was bought at Portland and shipped to Sutherlin, Oregon.

The subcontractor started the oiling August 9th, 1949, and completed September 30th, 1949. This was very low production and was due to poor supervision and equipment. The subcontractor suffered a loss on the oiling work.

The contractor started the grading on the south end of the job instead of the north end. When the fall and winter rains started, the grade became soft, as there was only one course of topping on the roadbed, resulting in logging trucks getting stuck and having to be pulled through with the contractor's cats and dozers, and also making it necessary to haul more topping to fill the holes that were caused by the trucks getting stuck. This grading should have been started earlier and completed in 1948, but with a late start and slow progress it was not completed until July, 1949. Also, the topping was hauled through the grading operation, which hampered both operations.

Slow progress and low production resulted in a loss to the contractors on this contract.

E. H. Clymer
Cost Analyst

By . . George Kayser

RECEIVED
MAR 23 1950
FOR FILING
FORM E-50 3SM 8-48 34082

5-21L(a)
2997

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg Oregon
Mar. 22, 1950

SUBJECT:

To:
Mr. K. D. Lytle,
Division Engineer,
Roseburg, Oregon.

NOTED
W. C. WILLIAMS

Dear Sir:

This letter is a report on the letter of C. J. Eldon of Feb. 24, setting forth his exceptions to the final estimate on the Yellow Creek - Calapooya Creek Project, on the Elkton - Sutherlin Highway. Some of the supporting data necessary to refute or adjust Mr. Eldon's claims accompanied the final estimate and are not available in this office.

The ditch alongside the Green Valley road, station 874 + 80, to which Mr. Eldon takes exception regarding the classification as general excavation, was staked as part of the roadbed excavationof the Green Valley Road connection. We discussed the matter at the time and decided that constructing the ditch as a part of the roadway section was covered by Sec. 12-2 and 12-4 of the Standard Specifications. Authority for changing the plans to meet the conditions encountered on the job is set forth in Sec. 8-10 of the Standard Specifications. This ditch was primarily built as a part of the roadway section because the right of way was not of sufficient width to accomodate a separate ditch.

Field investigation allow it constructed separately from Highway

At station 988 + 94 where it was planned originally to install a 24" with 6" draintile on both sides, the work as actually done was substantially as outlined by Mr. Eldon. However he was paid structural excavation for the excavation necessary to install the 24" pipe and general for the 6" perforated. At the time of cnnstruction, Mr. Wasco and Mr. Kelly were very agreeable to this manner of handling the matter and it was considered fair to both parties as they did not desire to make the installation as detailed on the plans because of the extra work involved.

change

Mr. Eldon is certainly not consistent in his claims. In the above paragraph he claimed he should get paid as per the original plan <u>although</u> the work was changed and in the present instance he claims he should get a higher classification of excavation <u>because</u> the work was changed. I believe that our method of payment for the work involved is equitable and a fair interpretation of the spirit and intent of the Special Provisions in this case.

Mr. Eldon's exception on haul from Bar No. 1 , that he be allowed haul along the route of the old road was done. However the only part considered to make any appreciable difference in length was between station 855 to 872 at the Green Valley Junction. The new road and the old practically coincided between station 703 + 50 to 855 and any difference in distance would be negligible. On this basis the quantitiy 3774 yd. mi. allowed over the more circuitous route represents all he had coming for gravel hauled on the section Station 872 - 1078.

Mr. Eldon's protest as to the haul from source No. 2 or the upstream bar, was reviewed by H. G. Smith, August 12, and he found it to be without merit and decided not to allow it. As you know Mr. Eldon did not use the state provided access to the bar and secured a private access by which state trucks could not have access to the bar to remove the screen rejects. In his letter he requests that we reimburse him for the amount he paid for this access. Also for the extra haul involved around the longer route. His argument is based on the fact that the haul as he made it was over the only practicable route. However the contract stipulates that the haul will be paid "along the shortest hauling routes which the Engineer considers practicable." We certainly considered our original haul route thru the designated access practicable. Any saving Mr. Eldon made by adopting a different hauling route over the designated route accrued to him.

Mr. Eldon's claim of payment for Screen Rejections as 3/4 - 0 is not in accordance with the terms of the contract. The contract clearly states that 1/4 - 0 material in excess of 25% of the combined quantities of 3/4 - 1/2 and 1/2 - 1/4 shall be paid for as screen rejection. Mr. Eldon bases his claim on the time at which we took this material as at that time he did not have his total quantity of 1/4 - 0 out. However the contract takes no cognizance of such a situation and clearly states the amount to be paid for.

Mr Eldon's enumeration of the quantities of structural and trench excavation on the final estimate against the total of the monthly estimates are correct in the first four instances but not true in the fifth. We apparently overpaid him on the monthly estimates in the cases he cites and corrected that in the semi-final which contingency is taken care of in Section 8-13 of the standard specifications. Apparently Mr. Eldon has selected these special cases of discrepancies between monthly and final estimates more for the purpose of embarassing us than in any real hope that he can make it stand up.

Attached to this report you will find a summary of quantities allowed in the monthly estimates as against the semi-final as submitted by this office. The extreme right hand column sets forth the difference between the monthly total and totals shown on the semi-final. Plus quantities indicate the quantities were increased on the semi-final and minus that they were decreased.

As you perhaps remember there was a little skull duggery involved on Eldon's part as relates to the amount of RC-3 paid for. We shot out all the RC-3 required on the job. Eldon's or Dail's foreman then assured us that there was no RC-3 left in the car. By the time that it occured to us that something was wrong with the quantity of RC-3 and determined to make a physical check of it, the car had been released. We then had the car set out in Eugene and the Railroad Company accomodated us by sticking the car. They reported there was 3 feet of oil remaining in the car. I used this figure as a basis of arriving at the 15.91 tons of RC-3 to be deducted from the total amount shipped to the job. I accepted the Railroad measure of the car to be a true unbiased measure and in view of the contractor's previous prevarications and evasions on this score I believe the Railroad Company's figures are the best evidence we have as to the quantity of oil left over from the job. on this basis 230.94. Tons of oil shipped to the job minus 15.91 leaves 215.03 Tons to be paid for by the State.

The 0.98 tons of Asphalt which Mr. Eldon claims to be shorted is shown on the "Oil Record Spread Tickets" which I have turned in with my final records. However my recollection of the matter is that this oil was wasted unnecessarily, after we had protested some of their wasteful practices. So we deducted the amount wasted from the total sent to the job.

I trust the above report will in some measure help clarify these cases which C. J. Eldon goes to great lengths to obscure.

Very truly yours,

L. H. Young
Resident Engineer.

RECEIVED
FEB 3 1950
FOR FILING

8-216(2)
2997

February 3, 1950

General Casualty Co.of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 2997, for work on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County, has been completed by the contractor, C. J. Elden, and that final payment in the amount of $14,971.54 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $361,428.49, of which amount $553.53 represents force account items. This contract was completed September 30, 1949 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Legal Dept.

Form D.C. 3

2-3-50, gl

RECEIVED
JAN 10 1950
FOR FILING

File

S-216(2)

2997

16270

January 6, 1950

Mr. John H. Kelley
Yeon Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter dated January 3, 1950, requesting final estimate on the Yellow Creek-Galesquam Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County, C. J. Elkin, Contractor.

This work was done under Contract number 2997, not number 2897.

Removal of equipment and final clean-up was not completed until December 14, 1949. The job cannot be considered entirely completed prior to that date, and could not be accepted by the Highway Commission until this was done.

Field Engineering data and reports are now being checked, and final estimate will be made in a reasonable time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

DEP:ow

ASSIGNMENT

No. 1627
By WCW

Description: John H. Kelley's letter of 1-3-50 re Contract No. 2887, Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway

Acknowledged by _____ Referred to ___Probert_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ___Williams_____ signature

Assignment executed _____ Report received _____

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

JOHN H. KELLEY
ATTORNEY AND COUNSELOR AT LAW
YEON BUILDING
PORTLAND, OREGON

January 3, 1950.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Contract No. 2887,
Yellow Creek-Calapooya Creek
Section of Elkton-Sutherlin Secondary
Highway.

I am advised by Mr. Eldon that the above contract was completed in September 1949. To this date no final estimate has been received by Mr. Eldon and it appears to me that a reasonable time has elapsed since it was completed.

We would appreciate it if final estimate could be furnished at once.

NOTED
W. C. WILLIAMS

Yours very truly,

JHK:Y

JOHN H. KELLEY.

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Files

Was bond not released

8-216(2)

2997

November 30, 1949

Kerner, Young, Swett & McCulloch
Attorneys at Law
600 Pacific Building
Portland 4, Oregon

Gentlemen:

We acknowledge with thanks your letter of November 29 advising on behalf of Standard Oil Company of California that they have transmitted a check in the amount of $1,355.01 in payment of its claim against R. C. Ayres Construction Company, a subcontractor for O. J. Elden on his Contract 2997.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:wd

NOTED ON CARD
11-30-49 gf

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE S. CAMPBELL
JOHN E. WALKER
H. STEWART TREMAINE
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM D. CAMPBELL

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1[illegible]

November 29, 1949

Oregon State Highway Commission,
Salem, Oregon.

Re: C. J. Eldon -- Contract No. 2997

Gentlemen:

This letter is written to you on behalf of Standard Oil Company of California which heretofore filed a notice of claim against bond in the above designated matter.

We wish to inform you at this time that Standard Oil Company of California has received a check in the amount of $1,355.01 in payment of its claim against the R. C. Ayres Construction Company, the subcontractor of C. J. Eldon.

Very truly yours,

Koerner, Young, Swett & McColloch

RECEIVED
NOV 30 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

NOTED ON CARD
11-30-49

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon
November 28, 1949

Standard Oil Co. of California,
P.O. Box 950,
Portland 7, Oregon

Attention Mr. Dorthy, Credit Dept.

Gentlemen:

Enclosed herewith please find my check of The Bank of California of Portland, Oregon, in the amount of $1,355.08, in full payment for your claim against the R. C. Ayers Construction Company, sub-contractor for C. J. Eldon, as principal and the General Casualty Co. of America, as surety for the work of regrading, surfacing and oiling the Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, contract No. 2997 with the Oregon State Highway Commission.

Kindly notify the Oregon State Highway Commission in order that they release the General CasualKty Company an d myself from this claim.

Yours very truly,

C. J. ELDON

cc-Oregon State Highway Commissiin,
Salem, Oregon

General Casualty Co. of America,
General Insurance Building,
Seattle 5, Washington

Mansfield & Compan y
Lewis Building,
Portland 4, Oregon

RECEIVED
OR
STATE HIGHWAY COMMISSION

RECEIVED
DEC 8 1949
FOR FILING

I-21a(2)

2997

November 30, 1949

Mansfield and Company
302 Lewis Building
Portland 4, Oregon

Gentlemen:

We have today received a letter from Koerner, Young, Brett & McCulloch, attorneys for the Standard Oil Company of California in which they advise that Standard Oil Company has received a check in the amount of $1,355.01 in payment of its claim against the R. G. Ayres Construction, subcontractor for C. J. Elden under his Contract 2997 for work on the Valley Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

This, apparently, is the claim filed in this office on August 16, and of which you were advised on the same date.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

C. J. Elden
3101 North Columbia Boulevard
Portland 3, Oregon

NOTED ON CARD

11-30-49 gR

Form E-1—OM—11-48

8-216(2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 29, 1949, 19....

Section Yellow Creek - Calapooya Creek

Highway Elkton - Sutherlin

Contractor C. J. Eldon w/Associates

Date of contract Mar. 17, 19 48

Date work started May 3, 19 48

Amount of contract $ 355,492.

Estimated cost of completed project, exclusive of engineering $ 369,611.28

Per cent of contract completed, based on total contract price ....%

Engineering cost to date $ 28781., 8.1 %

Kind of work Regrading, Surfacing & Oiling

Section prefix 110-1036

Contract number 2997

Date of completion July 31, 1949, 19....

Estimated date of completion Sept. 30, 1949, 19....

Per cent of time elapsed ....%

Date project was completed Sept. 30, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final estimate submitted Oct. 26, 1949.

NOTED

Signed L. V. Young

Address Roseburg

NOTED

E. M. SMITH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.37	7.37		7.37	
Miles partially completed					
Miles completed	7.37	7.37		7.37	
Total estimated quantities	202000	54000		2000	
Estimated quantities moved or placed to date	202000	54000		2000	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 21 1949
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 26780

Form B-1—552—7-49

8-216 (2)

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct. 22, 19 49

Section Yellow Crk - Calapooya Crk

Highway Elkton - Sutherlin

Contractor C. J. Eldon w/associates

Date of contract Mar. 17, 19 48

Date work started May 3, 19 48

Amount of contract $ 355,492.

Kind of work Regrading - Surfacing - Oiling

Section prefix 110-1036

Contract number 2997

Date of completion July 31, 19 49

Estimated date of completion Sept. 30, 19 49

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 369,611.28

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 28,682., 8.07 %

Date project was completed Sept. 30, 19 49

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Eldon estimate 95% finished - will complete it upon receiving satisfactory price agreements from Eldon.

NOTED
H. W. LIBBY

RECEIVED
OCT 24 1949
OFFICE OF
CONSTRUCTION ENGINEER

Signed L. A. Young

Address Roseburg

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	7.37	7.37		7.37	
Miles partially completed					
Miles completed	7.37	7.37		7.37	
Total estimated quantities	202000	54000	2000		
Estimated quantities moved or placed to date	202000	54000	2000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing Dept. 22571

RECEIVED
OCT 18 1949
FOR FILING

S-2/6(2)

2997

October 18, 1949

General Casualty Co. of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to G. J. Elden a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 2997 covering the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County. This payment, which is in the amount of $32,350.04, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $10,715.16. The present payment to the contractor will be made on or after October 28, 1949.

There is a claim filed against this project by the Standard Oil Company, of which you have been previously notified, in the amount of $1,355.01.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD
10-18-49 GC

RECEIVED
OCT 5 1949
FOR FILING

S 216 (2)

October 3, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 30, 1949 on Contract No. 2997, Fallen Creek-Calapooya Creek Section, in connection with Federal Aid Project No. S-216 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

WCWred

cc: John Cardwell

RECEIVED
FOR FILING

COPY

5.216(2)

2997

1346

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 22nd, 1949

SUBJECT:

To: Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith copy of a letter from Mr. Glaisyer relative to the telephone call of Mrs. Katherine Watts, Star Route, Oakland, concerning the condition of her driveway on the Yellow Creek-Calapooya Creek Section.

I believe our instructions are now to oil all driveways to at least the right of way line. If there is anything about the grade which will make travelling difficult, I think there would be no objection to oiling it somewhat farther.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

OREGON STATE HIGHWAY DEPT.

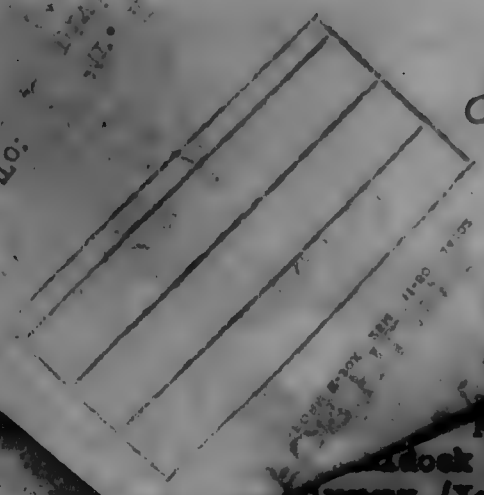
INTER-DEPARTMENT COMMUNICATION

TO:

FROM:

SUBJECT:

DATE:



ASSIGNMENT No. 1346

Mr. Glaisyer's letter of 8-17-49 addressed to Holdcock regarding condition of Mrs. Katherine Watts' driveway (Yellow Creek-Calapooya Creek Section of Elkton-Sutherlin Secondary Highway)

DATE: 8-22-49

ASSIGNED TO: Smith ✓

- ☐ Investigation and report to this office
- ☑ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____
- ☐ _____

REPORT RECEIVED: 8-22-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-00 10M 10-00 00007

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

August 17, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer

NOTED
W. C. WILLIAMS

Mrs. Katherine Watts, whose address is Star Route, Oakland, Oregon, telephoned me this morning, (she says pursuant to instructions from Resident Engineer Lytle) concerning the condition of her driveway which she said was left in a very unsatisfactory condition by contractor C. J. Eldon, who is constructing the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway under State Highway Contract No. 2997.

Mrs. Watts states that prior to the highway improvement her driveway was very satisfactory, but the highway has been lowered in front of her house and the driveway is now on a steep incline, which can not be negotiated without difficulty, and if something is not done to remedy the condition, it will be impossible for her to use the driveway this winter. The grade of the driveway, she says, is not so bad, but she wants it graveled and black top surfacing constructed on it. She was rather beligerant in her demand, and rather insisted that I personally had control of the situation, however, I corrected her in that respect and told her that I would refer her complaint to you as I was certain that you would see that the square thing was done, whatever that might be.

Mrs. Watts further stated that Mr. Eldon will soon be finished with his work, and she urgently requested that something be done about this matter before he leaves the job.

H. B. Bleeningh

Secretary

HBC:ts

NOTED
W. C. WILLIAMS

REFERRED TO
Williams
By Chief Engineer

Please handle this

RECEIVED
AUG 22 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 29 1949
FOR FILING

5-216 (3)
2997

Rec'd June

August 18, 1949

Koerner, Young, Swett & McCulloch
Attorneys at Law
300 Pacific Building
Portland 4, Oregon

Gentlemen:

This is to acknowledge your letter of August 15 to which was attached a carbon copy of a claim, the original of which was addressed to the Secretary of State.

This claim is in the amount of $1,355.01 plus interest for petroleum products furnished to Rex G. Ayers, a subcontractor on G. J. Elden's contract 2997 for work on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
8-18-49 gc

2997

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE S. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

August 15, 1949

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are transmitting herewith the Notice of Claim Against Bond, executed on August 11, 1949, on behalf of the Standard Oil Company of California in connection with the bond given by C. J. Eldon on the contract between him and the State of Oregon acting through the Oregon State Highway Commission for the regrading, surfacing and oiling of Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, Oregon.

We are also transmitting a copy of our letter of this date to the Secretary of State.

Very truly yours,

Kerner, Young, Swett & McColloch

Enclosures

RECEIVED
AUG 17 19..
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
SECRETARY

NOTED ON CARD
8-17-49

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. De FRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDGE

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

August 15, 1949

Hon. Earl T. Newbry,
Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

We are transmitting herewith the Notice of Claim Against Bond, executed on August 11, 1949, on behalf of the Standard Oil Company of California in connection with the bond given by C. J. Eldon on the contract between him and the State of Oregon acting through the Oregon State Highway Commission for the regrading, surfacing and oiling of Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, Oregon.

Very truly yours,

KOERNER, YOUNG, SWETT & McCOLLOCH

Enclosure

cc - Oregon State Highway Comms.,
Salem, Oregon.

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, acting by and through the Oregon State Highway Commission

Notice is hereby given that the undersigned, Standard Oil Company of California, a Delaware corporation duly qualified to do business in the State of Oregon, has a claim for materials consisting of petroleum and related products furnished to Rex. C. Ayers, doing business as the R. C. Ayers Construction Company, or the R. C. Ayers Construction Company, sub-contractor, in the sum of $1,355.01 together with interest thereon at the rate of 6% per annum from January 1, 1949, against the bond taken from the contractor, C. J. Kidon, as principal, and the General Casualty Co. of America, as surety for the work of regrading, surfacing and oiling the Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, being contract No. 2997 with the State of Oregon acting through the Oregon State Highway Commission.

Dated this 11th day of August, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

By E. A. Hrdlicka
District Credit Manager

STATE OF OREGON }
County of Multnomah } ss.

On this 11th day of August, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, personally known to me and known by me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Dorothea Krein
Notary Public for Oregon

My Commission expires: Dec 20, 1952

RECEIVED
AUG 29 1949
FOR FILING

S-216 (2)
2997

August 18, 1949

Mansfield & Company
302 Lewis Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by the Standard Oil Company of California against R. C. Ayers Construction Company, a subcontractor for G. J. Elden on his contract No. 2997 for regrading, surfacing and oiling on the Yellow Creek-Calapooya Creek Section of the Elkton-Oakerlin Secondary Highway in Douglas County. This claim is in the amount of $1355.01 for petroleum products furnished to Ray C. Ayers.

This information is provided as the General Casualty Company of America appears as surety on the bond executed in connection with Contract 2997.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FJC:mf
Attach.

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Mr. G. J. Elden
3301 North Columbia Boulevard
Portland 3, Oregon

NOTED ON CARD
8-18-49

COPY

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, acting by and throught the Oregon State Highway Commission

Notice is hereby given that the undersigned, Standard Oil Company of California, a Delaware corporation duly qualified to do business in the State of Oregon, has a claim for materials consisting of petroleum and related products furnished to Rex. C. Ayers, doing business as the R. C. Ayers Construction Company, or the R. C. Ayers Construction Company, sub-contractor, in the sum of $1,355.01 together with interest theron at the rate of 6% per annum from January 1, 1949, against the bond taken from the contractor, C. J. Eldon, as principal, and the General Casualty Co. of America, as surety for the work of regrading, surfacing and oiling the Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, being contract No. 2997 with the State of Oregon acting through the Oregon State Highway Commission.

Dated this 11th day of August, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

BY E. A. HRDLICKA
District Credit Manager

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of August, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, personally known to me and known by me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

NOTICE OF CLAIM AGAINST BOND

To the State of Oregon, acting by and throught the Oregon State Highway Commission

Notice is hereby given that the undersigned, Standard Oil Company of California, a Delaware corporation duly qualified to do business in the State of Oregon, has a claim for materials consisting of petroleum and related products furnished to Rex. C. Ayers, doing business as the R. C. Ayers Construction Company, or the R. C. Ayers Construction Company, sub-contractor, in the sum of $1,355.01 together with interest theron at the rate of 6% per annum from January 1, 1949, against the bond taken from the contractor, C. J. Eldon, as principal, and the General Casualty Co. of America, as surety for the work of regrading, surfacing and oiling the Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, being contract No. 2997 with the State of Oregon acting through the Oregon State Highway Commission.

Dated this 11th day of August, 1949.

STANDARD OIL COMPANY OF CALIFORNIA

BY E. A. HRDLICKA
District Credit Manager

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11th day of August, 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. A. Hrdlicka, personally known to me and known by me to be the District Credit Manager at Portland, Oregon, of Standard Oil Company of California, who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

DOROTHY THAIN
Notary Public for Oregon

(SEAL)

My Commission expires: December 20, 1952

ENDORSED:
FILE No. 3184
Filed August 17, 1949
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 29 1949
FOR FILING

S-216(2)

2997

2997 Mrs Lewis

August 18, 1949

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We have today received three copies of a claim which has been filed with your office by Koerner, Young, Swart and McClintock, Attorneys for Standard Oil Company.

This claim is in the amount of $4,345.00 against S. G. Ayers Construction Company, a subcontractor for S. J. Elder on his Contract 2997 for work on the Kellogg Creek-Gladstone Creek Section of the Pacific Highway in Douglas County. This claim bears your file No. 2996.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mk

NOTED ON CARD
8-18-49,SO

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

August 17, 1949

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon

Dear Sir;

We have received from Koerner, Young, Swett & McColloch, attorneys, Portland, Oregon, a notice of claim by Standard Oil Company of California, for materials furnished in the sum of $1,355.01, against the bond taken from R. C. Ayers Construction Company, principal and General Casualty Co. of America, surety, for the work of regrading, suracing and oiling the Yellow Creek-Calapooya Creek section of the Elkton-Sutherlin secondary highway in Douglas County, State Highway Contract No. 2997.

We are filing this notice today, our file no. 3184 and are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

M:FA

Enc.

RECEIVED
AUG 18 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
8-18-49 gl

RECEIVED
AUG 18 1949
FOR FILING

S-216(2)

2997

August 17, 1949

Mr. R. H. Baldock
State Highway Engineer

Mrs. Katharine Watts, whose address is Star Route, Oakland, Oregon, telephoned me this morning, (she says pursuant to instructions from Resident Engineer Lytle) concerning the condition of her driveway which she said was left in a very unsatisfactory condition by contractor G. J. Eldon, who is constructing the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway under State Highway Contract No. 2997.

Mrs. Watts states that prior to the highway improvement her driveway was very satisfactory, but the highway has been lowered in front of her house and the driveway is now on a steep incline, which can not be negotiated without difficulty, and if something is not done to remedy the condition, it will be impossible for her to use the driveway this winter. The grade of the driveway, she says, is not so bad, but she wants it graveled and black top surfacing constructed on it. She was rather beligerant in her demand, and rather insisted that I personally had control of the situation, however, I corrected her in that respect and told her that I would refer her complaint to you as I was certain that you would see that the square thing was done, whatever that might be.

Mrs. Watts further stated that Mr. Eldon will soon be finished with his work, and she urgently requested that something be done about this matter before he leaves the job.

Secretary

HEC:ts

Mrs. Catherine Watters
star Route
Oakland, Cal.

west of Sutherlen
driveway

Elkton:—
C. J. Elson
wants blacktop
Stop 40' slope

needs more gravel

RECEIVED
AUG 15 1949
FOR FILING

8-216(2)

2997

August 12, 1949

Mr. C. J. Eldon
7101 N. Columbia Blvd.
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

The State Highway Commission, at its meeting on August 2, 1949, had under discussion your request for an extension of time of 92 days, from July 31 to October 31, 1949, within which to complete your contract No. 2997 for regrading, surfacing and oiling on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway in Douglas County.

I am pleased to inform you that the Commission granted your request without penalty but only until September 30, 1949. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: K. D. Lytle,
Division Engineer

H. O. Smith

NOTED ON CARD
8-12-49 JL

RECEIVED
JUL 2 1 1949
FOR FILING

S-216(2)

2997

July 26, 1949

Request for extension of time No. 9
August 2 and 3 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from G. J. Hiden for an extension of time on Contract No. 2997, Miller Creek-Galesprings Creek Section of the Elkton-Scottsburg Secondary Highway, from July 31, 1949 to September 30, 1949.

The contractor has requested an extension of time to October 31, 1949. However, he has been very dilatory in the handling of this project and I can see no reason why he should not be able to complete it by September 30. He was delayed to a certain extent due to exceptionally high water in the Umpqua River, which covered the bar that protects the gravel. For this reason I would recommend the extension to September 30 without penalty. Mr. W. H. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. C. Smith

hl

RECEIVED
JUL 25 1949
FOR FILING

X-216(2)

3797

July 22, 1949

Koerner, Young, Swett & McCulloch
Attorneys at Law
800 Pacific Building
Portland 4, Oregon

Gentlemen:

We have your letter of July 21 advising that the Standard Oil Company of California has a claim against Rex C. Ayers, a contractor under C. J. Eldon, in connection with his Contract No. 2997 for regrading, surfacing, and oiling the Yellow Creek-Calapooya Creek Section of the Kitten-Sutherlin Secondary Highway, in Douglas County.

The surety on this job is the General Casualty Co. of America, whose agent in this instance is Mansfield and Company, 302 Lewis Building, Portland 4.

The estimate of July 10 shows that the contract is approximately 72 percent complete. It is expected that the job will be completed about September 30, 1949. The retained percentage, as of July 10, is $23,348.41.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

PAG:ed

KOERNER, YOUNG, SWETT & Mc COLLOCH
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND 4, OREGON

ANDREW KOERNER
CLARENCE J. YOUNG
HERBERT L. SWETT
FRANK C. Mc COLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
EDWARD J. CLARK
HARRY J. DeFRANCO
ALFRED H. CORBETT
GEORGE B. CAMPBELL
H. STEWART TREMAINE
JOHN P. SLEDSOE

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947

July 21, 1949

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The Standard Oil Company of California has an unpaid balance petroleum products account in the sum of $1355.01 furnished Rex C. Ayers, as sub-contractor under C. J. Eldon, contractor in Contract No. 2997 with State of Oregon, acting through you, for regrading, surfacing and oiling of Yellow Cr.-Calapooya Cr. section of the Elkton-Sutherlin Secondary Highway in Douglas County, Oregon.

Please advise the name of the surety on the bond required in said connection, the status of the contract as to completion and acceptance, and the amount of reserved moneys, if any. We need this information as a basis for determining course to be taken and particularly the time within which claims against the bond must be filed under section 98-101 O.C.L.A. Does the data recited in the first paragraph of this letter correctly describe your contract?

Very truly yours,

Koerner, Young, Swett & McColloch

7-10 total 255,484.07
retained 25,548.41 10%

4-30-49

RECEIVED
JUL 22 1949
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

prepare reply

RECEIVED
JUL 14 1949
FOR FILING

S-2-16(2)
2997

F-10

July 13, 1949

Mr. R. H. Smith
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

With you kindly concur in an extension of time on Item No. 2997, Timber Creek-Shoreys Creek Section of the Wilson-Tillamook Roadway Highway, Oregon S-216 (2) from July 31, 1949 to September 30, 1949 for C. J. Eden, Contractor.

The contractor has requested an extension of time to October 31, 1949. However, he has been very dilatory in the handling of this project, and I can see no reason why he should not be able to complete this project by September 30. We are delayed because of exceptionally high water in the Wilson River, which covered the bar to be utilized for the gravel removal. For this reason I would recommend the extension to September 30 without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Assistant State Highway Engineer

cc: Mr. R. H. Smith

RECEIVED
JUN 30 1949
FOR FILING

8-216(2)

2977

File

Salem, Oregon
June 29, 1949

Mr. Forrest Cooper

Please note the attached correspondence relative to need of permission for the state to haul screen rejections through private property.

The request for payment of 5¢ per yard for hauling over this road is ridiculous, particularly as it is being used by the contractor. I presume, however, that some arrangements must be made with the owner, and I would appreciate your having one of your right of way agents contact Mr. Rice and see if he cannot effect usage of the private road for a nominal sum, such as $50 or $100.

W. C. Williams

WCW:mm

Encl.

3 letters attached to Mr. Cooper's letter

RECEIVED
JUL 8 1949
COMMISSIONERS
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Mr. Don Morlin, District Supervisor
Right of Way Department
Oregon State Highway Commission
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Hauling Road, Gravel Pit
Yellow Creek-Calapooya
Creek Section, Elkton-
Sutherlin Secondary Highway

Dear Mr. Morlin:

There is a matter which needs our attention on the above project. It is somewhat complicated but I will endeavor to give you sufficient explanation to enable you to arrive at a proper analysis of the situation.

When the gravel bar for use on this project was secured, in the Umpqua River, the State acquired a right of way on the right bank of the river for removal of gravel and I believe also acquired rights to the bar. As I recall the matter there was some objection from adjacent property owners to our right to use the bar. This does not affect the present case, however.

When the contractor started to develop the bar he elected to remove the material by hauling down the left bank of the Umpqua and entered into an agreement with a property owner (for $500.00) giving him the right to haul material over his land to the county road. The contractor's crusher was set up down stream about a mile from the bar and he was hauling material to the crusher and processing it there and the rejects were disposed of on property under the control of the Highway Department.

Now it appears that the contractor has moved his plant to the State controlled gravel bar and is disposing of his screen rejects on the bar. It seems that Mr. Lytle or Mr. Young the Resident Engineer have attempted to work out some agreement with the property owner whereby the State could salvage the reject material when they wished.

Mr. Lytle reports that they have been unable to work out such an agreement. The man is demanding 5¢ a yard merely for the privilege of letting us haul material across his property.

Will you please discuss this matter with Mr. Lytle and Mr. Young so as to familiarize yourself with all of the details and then attempt to work out some reasonable agreement with the property owner whereby the State would have a permanent right of access to the bar. The property owner in question is named George Rice.

Very truly yours,

J. H. DEVERS

By
FORREST COOPER
Right of way Engineer

FC:mm

cc - L. D. Lytle
H. C. Williams
H. G. Smith

RECEIVED
JUL 8 1949
FOR FILING

J-216(2)

2997

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 24th, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching letters from Messrs. Lytle and Young relative to our inability to haul the undersize gravel screened out by Eldon's operations on Contract #2997.

In order to avoid building a bridge on the easement which we acquired for a haul road, Eldon has entered into an agreement to haul across the property of George A. Rice but this agreement does not cover any material hauled in state trucks. Mr. Lytle is requesting that the Right of Way Department endeavor to effect a reasonable arrangement with Mr. Rice by which we can also haul across his property, as the five cents per yard is entirely unreasonable.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

FORM S-20 REV 1-48 10M

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
June 14, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FILING SECTION

SUBJECT: 110-1036
Waste Material

To:

H. G. Smith
Construction Engineer

Dear Sir:

I am attaching a copy of a letter from Mr. Young in regard to the waste material on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Highway.

I feel that we have to purchase a right-of-way through Rice's property and in order to complete the record, I am sending this letter.

While you were gone, I discussed the matter with Mr. Probert and he feels that we should purchase the right-of-way from Rice.

Very truly yours,

K.D. Lytle

K. D. LYTLE
Division Engineer

kdl;g

enc

FORM E-50 ISM 12-48 27000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Roseburg
June 6, 1949

SUBJECT: Disposition of Waste Gravel
Contract 2997

To: Mr. K.D. Lytle
Division Engineer
Roseburg

Dear Sir:

I am writing you with regard to the disposition of waste gravel which results from the scalping of the bar for the manufacture of crushed rock on the Yellow Creek - Calapooya Creek Section of the Elkton - Sutherlin Highway.

As you know the contractor origonally piled his bar run at the plant site, approximately 1 1/4 miles downstream from the bar and the scalping operation was conducted at the plant. To dispose of this waste gravel the State Maintenance trucks took the waste gravel from the bunker and used it on their own road section.

The contractor has now moved his scalping operations directly to the gravel bar where it is his intention to scalp on a 2" screen for the 1 1/4" - 3/4" aggregate. The waste from the scalping screen will be piled and again run over the 1 1/4" scalping screen for the crushing of the 3/4" - 1/2" aggregate. It will be approximately July 1 before waste gravel from the 1 1/4" scalping screen is again available to the state.

The contractor when he went into the upstream bar did not develop the access provided by the state to the bar. He instead went on the opposite side of the river and leased the right to cross private property belonging to a certain Mr. Geo. A. Rice. For this right to cross the Rice property he paid $500 along with certain other considerations.

It is now the contention of Mr. Rice that his lease or agreement with C.J. Eldon gives only that firm's trucks the right to haul over the access road. He will not permit the state hauling vehicles to enter or haul from the bar without the payment of five cents a yard for the right to haul over his land. From a cursory examination of the lease agreement I believe that he can make this stick.

Please advise as to the disposition of this waste gravel in the future.

Very truly yours,

L. R. Young

L.R. Young, Resident Engineer

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 6, 1948

S-3-1(2)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FAS-S-216(2)
Yellow Creek-Calapooya Creek Sec.
Elkton-Sutherlin Highway

Dear Sir:

Enclosed herewith for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
OCT 7 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR-4 (Revised 1946)

WASHington 4526

State Oregon

Federal Aid Secondary

Project No. [redacted]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of September, 1948,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the May 29, 1947 and August 26, 1947 were

of , , 2 project statements which were approved on

the July 24, 1947 and January 28, 1948 thereof, , for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 26th day of February, 19[redacted]; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thirty-one thousand and 00/100

dollars ($231,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11370-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Iowa 1937; Chapter 31, Iowa 1939; Chapter 329, Iowa 1939
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 686+47 in the SW 1/4, Section 13, T. 84 N., R. 7 W., 5th P.M., and survey station 1378+00 in the NE 1/4, Section 3, T. 83 N., R. 6 W., 5th P.M., without exception

, length 7.375 miles, in Douglas County, being Secondary Oregon Federal Aid project No. [redacted] consisting of 7.375 miles of roadway and [redacted] bridges, [redacted] of more than 20 feet clear span, [redacted]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ [redacted] dollars ($[redacted]), which does not exceed the authorized Federal pro rata share of _____ [redacted] dollars ($[redacted]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ [redacted] (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ [redacted] (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

[redacted]

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By L. W. Barnfield

[redacted]
(Title of officer)

RECOMMENDED FOR APPROVAL:

Assistant STATE HIGHWAY ENGINEER

By _____

[redacted]
(Title of officer)

Attest

SECRETARY

By R. K. Rundle

[redacted]
(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Bynum

Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

OCT 5 1946
OREGON DISTRICT

RECEIVED
JUN 11 1948
FOR FILING

S-2167(7)
#2997

#580W

June 10, 1948

Mr. C. E. Elden
P. O. Box 5686
Kenton Station
Portland, Oregon

Dear Sir:

In answer to your letter of June 7, advising that you will be delayed on the Yellow Creek-Calapooya Creek Section, Contract 2997, because the Collins Concrete & Steel Pipe Company cannot dip pipe during the high water.

I do not feel that this is a legitimate reason to delay the job and would recommend that you advise the Collins Company that they will have to make arrangements to furnish you with pipe enough to keep the grading operations proceeding at anticipated speed. I am sure all the pipe companies will be willing to help one another out during such unusual conditions and that they can make some arrangements to secure this pipe for you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc - H. G. Smith

ASSIGNMENT No. [redacted] WDW

DESCRIPTION: Let 5/7/48 from C.J.Elden, Portland re Contract No. 2977, Yellow Creek-Calapooya Creek Sec., Elkton-Sutherlin Hwy.

DATE: 6/9/48 ASSIGNED TO: SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ _____

REPORT RECEIVED: 6-10-48-da

REMARKS:

C. J. ELDON
CONTRACTOR

P. O. BOX 5686, KENTON STATION
Portland, Oregon
May 7, 1948.

RECEIVED
1948
OFFICE OF
N ENGINEER

Oregon State Highway Commission,

Salem, Oregon.

Subject: Contract No. 2997
Yellow Creek-Calapooya Creek. Sect.
Elkton-Sutherlin Highway.

Gentlemen:

The above referred to contract provides for furnishing and installing of bituminous coated corrugated metal pipe culverts.

Under date of May 4, 1948, the Division Office of the Highway Department at Roseburg, Oregon, furnished us a 'Pipe List'. This 'Pipe List' was immediately turned in to Collins Concrete & Steel Pipe Co., who have the contract for furnishing us with the culvert pipe.

Due to the inclement weather during the first weeks of May the Collins Concrete & Steel Pipe Co. advised that they were unable thm to get the pipe properly dipped. Then came the flood conditions with which we are now afflicted.

We are advised that the dipping tanks are now submerged ; that they will probably stay submerged for sometime to come and that it will probably be several weeks before it will be possible fotthem to deliver culvert pipe.

We are proceeding with the Clearing & Grubbing operation . have erected our camp and will do such work as we can do until we are able to get the culvert pipe, or enough pipe, to permit the excavations to be done.

Very truly yours,

C. J. ELDON with Associated,

By C. J. ELDON

NOTED
W. C. WILLIAMS

CC/ Division Office,
Roseburg, Oregon.

RECEIVED
JUN 8 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 12 1948
FOR FILING

5-216 (2)

May 5, 1948

Mr. E. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 3, 1948 on Contract Number 5277, Yellow Creek-Galapooya Creek Section in connection with Federal Aid Project Number S-216 (2).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCWimd

RECEIVED
APR 21 1948
FOR FILING

S-216(2)

April 20, 1948

Mr. C. J. Eldon
3101 N. Columbia Blvd.
P. O. Box 5686
Portland 3, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 2997, which was awarded to you on March 17, 1948 by the State Highway Commission, covering Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway, in Douglas County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 6
FOR FILING

S-216 (2)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 9, 1948

SUBJECT:

To: Mr. H. B. Glaisyer,

Office.

NOTED
State Highway Engineer

L

Dear Mr. Glaisyer:

I hand you the four copies of Contract No. 2997 for the regrading, surfacing and oiling of the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway, and I call your attention to the fact that a man by the name of Hunter and a man by the name of Wasco have jointly executed the agreement with Mr. Eldon, but as associates.

I have carried on some correspondence with Mr. Eldon and tried to reason with him that the relationships of people who enter into a contract of this kind must be either that of co-partners, a corporation, an individual or a joint undertaking or enterprise. As I understand his replies Hunter and Wasco are not partners. They have no liability. They are mere employes who he is recognizing as associates because under a contract of employment they are to receive not only salary compensation but a share of the profits.

Therefore I believed it necessary to attach to this contract the condition upon which it is executed and accepted by the State.

When you return the contract to the contractor and send a copy to the surety please call attention to the rider which I have attached at the bottom of the page where the signatures are and tell them that if there is objection it should be made now.

Yours very truly,

J. M. DEVERS

JMD:PW
Enc.

RECEIVED
MAR 29 1948
FOR FILING

S-216(2)

March 25, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 285, covering moving of five power poles and one guy wire on the Yellow Creek-Calapooya Creek Section of the Elkton-Sutherlin Highway in Douglas County, Contract No. 2447, in connection with Federal Aid Project S-216 (2).

It is necessary to move these poles and the guy for construction.

These poles occupy private property. The work will be done by the Douglas Electric Co-operative Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

EEP:gs

Encl.

RECEIVED
MAY 20 1948
FOR FILING

S-211.(2)
#2997

AGENDA
APR 19 1948
4-K

March 17, 1948

G. J. Elden
P. O. Box 5686
Portland 1, Oregon

Dear Mr. Elden:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling, and furnishing crushed material in stockpiles on the Fallow Creek-Calapooya Creek Section of the Elkton-Sutherlin Secondary Highway, in Douglas County. This award was based on your low bid of $355,492, using asphalt, submitted on March 11, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
B u i l d i n g

confirm

S+C

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

NO. WDS.	CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Salem, Oregon
March 17, 1948
4:60 p.m.

C. J. Elden
P. O. Box 5686
Portland 3, Oregon

State Highway Commission awarded you today contract for Tallow Creek-Galapooya Creek Section of Elkton-Sutherlin Secondary Highway, in Douglas County, based on your low bid submitted March 11, 1948. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

Charge

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 o like Post, 1 yr., $5 o LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

FH-2(2)

RECEIVED
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

(45)

JOSEPH L. EGAN
PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA187 GOVT PD=PORTLAND ORG 17 500P

MAR 17 PM 5 55

R H BALDOCK, STATE HIGHWAY ENGINEER=

REYOURTEL TODAY ADVISING ALL RIGHTS OF WAY ACQUIRED OREGON FAS-S 216(2), YELLOW CREEK - CALAPOOYA CREEK, WE HEREBY CONCUR IN AWARD OF CONTRACT TO LOW BIDDER C. J. ELDON, PORTLAND, OREGON=

T M DAVIS.

WESTERN UNION
THE WRITTE
NEVER FO
TELEGRAPH and be sure

9422 Rec Mr Baldock in Ctld Dist State Office Bldg

To

5596 in D. M.

Fu To Be

WE APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CALAPOOYA CREEK PROJECT TO C. J. ELDON OF PORTLAND. RIGHTS OF WAY FOR BOTH PROJECTS ARE ACQUIRED.

R. H. BALDOCK

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $2. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1206

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MARCH 17, 1948

MR. T. M. DAVIS, DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATION
306 FINANCIAL CENTER BUILDING
PORTLAND, OREGON

REQUEST YOUR CONCURRENCE IN AWARD TODAY CONTRACTS AS FOLLOWS: NORTH POWDER RIVER BRIDGE PROJECT TO HOOK BROS. OF CORVALLIS AND YELLOW CREEK-CALAPOOYA CREEK PROJECT TO G. J. ELDON OF PORTLAND. RIGHTS OF WAY FOR BOTH PROJECTS ARE ACQUIRED.

R. H. BALDOCK

A NEW MAGAZINE SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $5 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
MAR 4 '48
FOR FILING
OREGON DISTRICT

FAS-S 216(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 3, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of February 24 authorizing the advertising of Oregon Project FAS-S 216(2), Yellow Creek - Calapooya Creek Section of the Elkton - Sutherlin Highway.

Forms PR-9, dated February 16 and requesting program revisions for the above project, were approved by our Washington Office on February 27, 1948, thus removing the limitation on authorization contained in our previous letter.

The approved changes provide:

For Item 3 of the Oregon Prewar Secondary Program:

Reduction in length from 3.60 to 2.17 miles.

For Item 8 of the Oregon 1948 Secondary (Postwar) Program:

Elimination of all bridge construction.
Reduction in length from 5.60 to 5.20 miles.

Very truly yours,

T. M. DAVIS
District Engineer.

Copy to Probert

NOTED
State Highway Engineer

S-216(2)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

#2997

P.O. Box 3900
PORTLAND 8, OREGON

February 20, 1948

Yellow Cr. - Calapooya Cr.
March

REFERRED TO Robert

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon Project No. NRS-FAS 216 (Revised), between Elkton and Sutherlin, is approved today.

Approval is given subject to the following conditions:

That the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63 when improvements are undertaken at that location.

Not included in present improvement GH

That the narrow bridges within the limits of the project shall be adequately signed to protect traffic until such time as they are replaced by new structures.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
FEB 25 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 22 1948
FOR FILING
S 216(2)

Oregon State Highway Department — Federal Aid Project No. FAS-S-216 (2)

YELLOW CREEK-CALAPOOYA CREEK SECTION OF THE KLAMATH-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1948

Roadway (Sta. 686+67 to 1076+00)

All Required		Clearing and Grubbing		
1,200	cu. yd.	Structural Excavation, Unclassified		$ 41,800.00
3,200	cu. yds.	Trench Excavation, Unclassified	$ 4.00	4,800.00
224,000	cu. yds.	General Excavation, Unclassified	3.00	9,600.00
395,000	yd. stas.	Short Overhaul	0.48	107,520.00
3,500	C-yd. stas.	Long Overhaul	0.02	7,900.00
7.37	miles	Finishing Roadbed and Slopes	0.50	1,750.00
18,000	lin. ft.	Rounding Cutbanks	500.00	3,685.00
120	lin. ft.	18-inch Half-Circle Corrugated Metal Pipe	0.16	2,880.00
150	lin. ft.	12-inch Corrugated Metal Pipe	3.00	360.00
3,400	lin. ft.	18-inch Corrugated Metal Pipe	2.70	405.00
600	lin. ft.	24-inch Corrugated Metal Pipe	3.80	12,920.00
110	lin. ft.	36-inch Corrugated Metal Pipe	5.75	3,450.00
120	lin. ft.	60-inch Corrugated Metal Pipe, Protected Invert	10.00	1,100.00
120	lin. ft.	72-inch Corrugated Metal Pipe	26.50	3,180.00
60	lin. ft.	18-inch Concrete Pipe	33.00	6,270.00
660	lin. ft.	6-inch Perforated Corrugated Metal Drain Pipe, Coated	4.80	288.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	990.00
430	cu. yds.	Rock or Gravel Backfill	2.00	900.00
46,000	cu. yds.	Selected Roadbed Topping	5.00	2,150.00
174,000	yd. mi.	Hauling Roadbed Topping	0.65	29,900.00
9,400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	0.15	26,100.00
1,100	M-gal.	Sprinkling	2.90	27,260.00
7.37	miles	Preparation of Base	2.50	2,750.00
5,200	cu. yds.	Furnishing and Placing Aggregates	200.00	1,474.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	4.75	24,700.00
150	tons	Furnishing and Placing RC-3 in Binder Course	45.00	4,050.00
340	tons	Furnishing and Placing 151-200 Asphalt	45.00	6,750.00
			44.00	14,960.00
		Subtotal		$349,492.00
		10% Engr. & Cont.		34,949.20
		Total		$384,441.20

NOT TO BE REMOVED

Length of Project — 7.375 miles
Cost per mile — $52,127.62

Federal Aid Secondary Funds - $231,000.00
State Funds - 153,441.20

$384,441.20

Class of Funds	Total Cost	Federal Funds	Length (Miles)
1943 FAS Funds	$115,705.60	$ 62,000.00	2.220
1948 FAS Funds	268,735.60	169,000.00	5.155
	$384,441.20	$231,000.00	7.375

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 329, Laws 1939.
State Funds for Maintenance: Chapter 329, Laws 1939

RECEIVED
DEC 23 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

S 216(2)

February 24, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FAS-S 216(2), Yellow Creek - Calapooya Creek Section of the Elkton - Sutherlin Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

We have not yet received advice of action taken on your Forms PR-9 requesting revisions of the Prewar and Postwar Secondary Programs to permit reduction in project length and elimination of all bridges. Authority to advertise is therefore subject to approval of the revisions.

The ending station under "Typical Sections" on Plan Sheet 2 has been changed in this office from 1117+00 to 1078+00 in order to coincide with the title sheet and plans.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
FEB 26 1948
STATE HIGHWAY DIVISION

RECEIVED
DEC 22 1948
FOR FILING

S 216(2)

February 19, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate for the Yellow Creek-Calapooya Creek Section, Project No. S-216 (2).

Six sets of blue line plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. S-816 (2)

YELLOW CREEK-CALAPOOYA CREEK SECTION
OF THE ELKTON-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 19, 1940

Roadway (~~Sta. 666+67 to 1124+13~~ 1078+00)

All Required		Clearing and Grubbing		$ 26,000.00
1,200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,600.00
3,200	cu. yds.	Trench Excavation, Unclassified	3.00	9,600.00
224,000	cu. yds.	General Excavation, Unclassified	0.50	112,000.00
395,000	yd. stas.	Short Overhaul	0.02	7,900.00
3,500	C-yd. stas.	Long Overhaul	0.50	1,750.00
7.37	miles	Finishing Roadbed and Slopes	500.00	3,685.00
18,000	lin. ft.	Rounding Cutbanks	0.15	2,700.00
120	lin. ft.	18" Half-Circle Corr. Metal Pipe	3.00	360.00
150	lin. ft.	12" Corr. Metal Pipe	2.00	300.00
3,400	lin. ft.	18" Corr. Metal Pipe	3.00	10,200.00
600	lin. ft.	24" Corr. Metal Pipe	4.50	2,700.00
110	lin. ft.	36" Corr. Metal Pipe	9.00	990.00
120	lin. ft.	60" Corr. Metal Pipe, Protected Invert	20.00	2,400.00
190	lin. ft.	72" Corr. Metal Pipe	28.00	5,320.00
60	lin. ft.	18" Concrete Pipe	3.00	180.00
660	lin. ft.	6" Perforated Corr. Metal Drain Pipe, Coated	1.20	792.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
430	cu. yds.	Rock or Gravel Backfill	4.00	1,720.00
46,000	cu. yds.	Selected Roadbed Topping	0.60	27,600.00
174,000	yd. mi.	Hauling Roadbed Topping	0.15	26,100.00
9,400	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.75	25,850.00
1,100	M-gals.	Sprinkling	2.50	2,750.00
7.37	miles	Preparation of Base	200.00	1,474.00
5,200	cu. yds.	Furnishing and Placing Aggregates	3.75	19,500.00
90	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	3,330.00
150	tons	Furnishing and Placing RC-3 in Binder Course	37.00	5,550.00
340	tons	Furnishing and Placing 151-200 Asphalt	37.00	12,580.00

100 tons	Furnishing and Placing RT-4 Tar in Binder Course	$1.00	
410 tons	Furnishing and Placing RT-6 Tar	$1.00	{Alternate / Alternate}
		Subtotal	$317,306.00
		10% Engr. & Cont.	31,730.60
		Total	$349,036.60
	Length of Project	7.375 miles	
	Cost per mile	$47,326.99	

Federal Aid Secondary Funds ---------- $206,000.00
State Funds ---------- 143,036.60

$349,036.60

Class of Funds	Total Cost	Federal Funds	Length (Miles)
1943 FAS Funds	$105,069.85	$ 62,000.00	2.220
1948 FAS Funds	243,966.75	144,000.00	5.155
	$349,036.60	$206,000.00	7.375

RECEIVED
DEC 22 1948
FOR FILING
S 216(2)

February 16, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of form PR-9 covering program change of the 1948 Federal-aid Secondary Program and a like number of copies for the 1949 Federal-aid Secondary program.

The copies are being submitted for the Yellow Creek-Galesburg Creek Section, Project No. S-216 (2) for the reason the project length has been reduced to 7.37 miles. These papers are to replace those sent to you with our letter of February 10, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

JWH:nd

FR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 16, 1948
(Date)

The following major program change of the individual project is requested:

Oregon (State) | 1943 F. A. Federal Aid Secondary Program (Previous Program) | (Date of Approval)

COUNTY Douglas | FA or FAS Route No. FAS 232

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed		S-216(2)	Yellow Creek to Hamilton Bench	Survey-Plans					Gr., Dr. 2-lane intermediate type surfacing
				Right-of-Way					
				Construction	$100,000	$62,000	$48,000		
				Total	$100,000	$62,000	$48,000	3.60	
Requested Revision		S-216(2)	Yellow Creek to Calapooya Creek	Survey-Plans					Gr., Dr. 2-lane intermediate surfacing
				Right-of-Way					
				Construction	$100,000	$62,000	$48,000		
				Total	$100,000	$62,000	$48,000	2.17	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change:

Insufficient funds to construct section originally programmed.

Recommended for approval: _____ District Engineer _____ (date)

_____ State Highway Engineer 2-16-48 (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

February 16, 1948
(Date)

The following major program change of the individual project is requested:

Oregon (State)

1948 F. Y. Federal Aid Secondary Program (Previous Program)

July 1, 1947 (Date of Approval)

COUNTY Douglas

FA or FAS Route No. FAS 232

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	8	S-216(2	Tyee Road to Hamilton Ranch, 6 mi. E. of Sutherlin	Survey-Plans					Gr., Dr., 3 Bridges 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	$240,000	$144,000	$96,000		
				Total	$240,000	$144,000	$96,000	5.60	
Requested Revision	8	S-216(2	Keller Creek to Calapooya Creek	Survey-Plans					Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	$240,000	$144,000	$96,000		
				Total	$240,000	$144,000	$96,000	5.20	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change:

Insufficient funds to construct section originally programmed.

Recommended for approval

_____ District Engineer _____ (date)

_____ State Highway Engineer 2-16-48 (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

RECEIVED
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FCA FILING
S 216(2)

February 10, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Yellow Creek - Calapooya Creek Section, Project No. S-216 (2).

Likewise are enclosed eight copies of form PR-9 covering program change of the 1948 F. Y. Secondary Federal-aid program and a like number of copies for the 1949 F. Y. Secondary Federal-aid program, these papers being submitted on account of a change in the character of the purposed work and a reduction in length of project.

Six bid proposals and one set of blue print plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

JWW:md

Oregon State Highway Department — Federal Aid Project No. S-216 (2)

YELLOW CREEK-CALAPOOYA CREEK SECTION OF THE SALEM-SUTHERLIN HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 10, 1948

Roadway (Sta. 666+67 to 1124+13)

All Required		Clearing and Grubbing		$ 30,000.00
1,200	cu. yds.	Structural Excavation, Unclassified	$ 3.00	3,600.00
3,200	cu. yds.	Trench Excavation, Unclassified	3.00	9,600.00
245,000	cu. yds.	General Excavation, Unclassified	0.45	110,250.00
404,000	yd. sta.	Short Overhaul	0.02	8,080.00
3,500	C-yd. sta.	Long Overhaul	0.50	1,750.00
8.23	miles	Finishing Roadbed and Slopes	500.00	4,115.00
19,000	lin. ft.	Rounding Cutbanks	0.15	2,850.00
120	lin. ft.	18" Half Circle Corr. Metal Pipe	3.00	360.00
280	lin. ft.	12" Corr. Metal Pipe	2.00	560.00
3,600	lin. ft.	18" Corr. Metal Pipe	3.00	10,800.00
600	lin. ft.	24" Corr. Metal Pipe	4.50	2,700.00
150	lin. ft.	36" Corr. Metal Pipe	9.00	1,350.00
120	lin. ft.	60" Corr. Metal Pipe, Protected Invert	20.00	2,400.00
190	lin. ft.	72" Corr. Metal Pipe	28.00	5,320.00
60	lin. ft.	18" Concrete Pipe	3.00	180.00
660	lin. ft.	6" Perforated Corr. Metal Drain Pipe, Coated	1.20	792.00
250	lin. ft.	Salvaging Culvert Pipe	1.50	375.00
430	cu. yds.	Rock or Gravel Backfill	4.00	1,720.00
51,000	cu. yds.	Selected Roadbed Topping	0.60	30,600.00
217,000	yd. mi.	Hauling Roadbed Topping	0.15	32,550.00
14,200	cu. yds.	3/4" - 0" Material in Surfacing	2.75	39,050.00
1,400	M-gals.	Sprinkling	2.50	3,500.00
		Subtotal		$302,504.00
		10% Engr. & Cont.		30,250.20
		Total		$332,752.20

Bridge (Sta. 1094+72 to 1095+28)

540	lin. ft.	Furnish Treated Piling	$ 2.00	$ 1,080.00
20	only	Drive Piles	40.00	800.00

70	cu. yds.	Class "A" Concrete	$ 55.00	$ 3,850.00
15,000	lbs.	Metal Reinforcement	0.10	1,500.00
2	M-FBM	Treated Lumber	250.00	500.00
120	lin. ft.	Metal Handrail	10.00	1,200.00
All Required		Removal of Old Bridges		1,000.00
				$ 10,050.00

Bridge (Sta. 1105+34 to 1105+90)

580	lin. ft.	Furnish Treated Piling	$ 2.00	$ 1,160.00
24	only	Drive Piling	40.00	960.00
80	cu. yds.	Class "A" Concrete	55.00	4,400.00
17,000	lbs.	Metal Reinforcement	0.10	1,700.00
2	M-FBM	Treated Lumber	250.00	500.00
130	lin. ft.	Metal Handrail	10.00	1,300.00
All Required		Removal of Old Bridges		1,000.00
All Required		Maintenance of Traffic at Crossing No. 2		500.00
				$ 11,520.00

Subtotal	$ 21,450.00
10% Engr. & Cont.	2,145.00
Total	$ 23,595.00

Length of Roadway	8.227 miles
Length of 2 Bridges	.021 mile
Total Length	8.248 miles
Cost per mile, Roadway	$43,314.35

SUMMARY OF FUNDS

Item	Total Cost	Federal-aid Funds	State Funds
Roadway	$332,752.20	$192,360.00	$140,392.20
Bridges	23,595.00	13,640.00	9,955.00
	$356,347.20	$206,000.00	$150,347.20

Class of Funds	Total Cost	Federal Funds	Length (Miles)
1963 FAS Funds	$107,250.13	$ 62,000.00	2.482
1965 FAS Funds	249,097.07	144,000.00	5.766
	$356,347.20	$206,000.00	8.248

YELLOW CREEK-CALAPOOYA CREEK SECTION

PROJECT NO. S-215 (2)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

E. E. Probert
Office Engineer

February 10, 1948

RECEIVED
SEP 3 1947
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S-216(2)

August 29, 1947

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the revised program for 1943 Federal Secondary Highway Funds sent to you under date of August 27.

The project number for the project on the Hilton-Sutherlin Highway in Douglas County is shown in that program as S-216 (2) which is the same number as was used in the 1946 FAS Program (Item 8) for a project on the same highway.

Together, the two projects extend from Yellow Creek to Hamilton Ranch and have a length of 9.2 miles. We propose to include both in one contract and would therefore like to consider them one project financed part from 1946 funds and part from 1943 funds.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:lh

RECEIVED
MAY 20 1947
FOR FILING

May 16, 1947

Mr. T. M. Davis, Resident Engineer
Public Roads Administration
Post Office Box 5009
Portland 8, Oregon

Dear Sir:

With particular reference to Item No. 8 of the federal secondary highway program, S-216(2), Tyee Road-Sutherlin, this project is in the location stage and the estimated cost is the best obtainable but thought to be accurate. Any further investigation should be made in the field.

This road serves several important agricultural valleys of Douglas County and now has a heavy log haul. For the present project the locating engineer has been instructed to follow very closely to the existing county road except where it is necessary to widen to allow standard log trucks to stay on their own side of the center line. This requires some adjustment of the series of loops near the summit.

We have discussed these future logging operations several times with the Forest Service office in Roseburg and obtained the following information:

"The development of the C & C forest lands in this vicinity is just starting. The development taking place at present is on private lands, but it is anticipated the opening of public lands will take place in a year or two and the sustained yield will be as follows:

Tabulation of Cut with Origin and Destination

From	Cut		To
Kellogg	6,000,000	per year	Elkton
Tyee Block	12,000,000	" "	Sutherlin
Yellow Creek Block	10,000,000	" "	Sutherlin
Hubbard Creek Block	9,000,000	" "	Oakland"

E. H. Davis -2- May 14, 1947

In connection of the heavy log haul the State Highway Department has allocated $100,000 from State secondary funds to this route. However we should have asked the F.A.A. to contribute because since it has carried a heavy log traffic into the mills of Reedsport. We had not thought this obtainable because few logs as yet have come from public holdings, but you will recall that Mr. Bibbs advised the other day he secured F.A.A. funds for similar operations in California.

It is felt that this road is being designed to the actual minimum standards for heavy log traffic and that the agricultural areas served by the road will develop materially with the improvement of the route. The industrial development of Douglas County is just beginning and the agricultural development will follow hand in hand.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: Mr. H. G. Smith

3-8304 Sandy-Rhododendron Rock Production Project Mt. Hood Hwy. 1943

#2998

3-8304

2998

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DEC 24 1948
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H. Baldock

December 8th, 1948

FINAL COST ANALYSIS

Sandy-Rhododendron Section
Mt. Hood Highway

Rock Production Project
A. H. Saxton & Sons, Contractor
Oscar Norberg, Resident Engineer

Contract #2998
Prefix 3-8304

Item	Quantity	Unit	Cost	Unit Cost	Unit Bid	Gross Revenue
3/4"-½" Cr. Rock in S.P.	4,015	Cu. Yd.	$6,220.91	$1.55	$2.00	$8,030.00
½"-¼" " " " "	5,348.2	" "	8,286.63	1.55	2.00	10,696.40
¼"-0" " " " "	5,521.5	" "	8,555.10	1.55	2.85	15,736.27
Hauling Crushed Rock, Pile Measure	59,277	Yd. Mi.	7,888.88	0.13	0.15	8,891.55
Reject Material	1,653.8	Cu. Yd.	413.45	0.25	0.25	413.45
			$31,364.97			$43,767.67

Gross Revenue	$43,767.67
Total Cost	31,364.97
Net Profit	$12,402.70

Net Profit Equals 28.3% of Gross Revenue

Sandy-Rhododendron

Detail of Cost

Labor:		
Supervision	$812.50	
Labor	9,417.93	
Payroll Insurance	741.32	
		$10,971.75
Equipment Rental & Misc. Expense:		
Equipment Rental, Owned	$8,897.60	
Equipment Rental, Hired	971.64	
Hired Trucks	3,492.24	
Gas, Oil & Grease	2,489.60	
Explosives	715.14	
Lumber	935.15	
P.U.C.	157.81	
Freight	33.16	
Small Tools & Misc. Supplies	460.00	
P.L. & P.D. Insurance	181.17	
Bond	239.52	
Office and General Overhead	914.09	
		19,487.02
Paid Davis, Subcontractor for Drilling & Shooting		906.10
T o t a l C o s t		$31,364.97

Sandy-Rhododendron

Breakdown of Crushing Costs

Item	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	14,884.7	Cu. Yd.	$5,614.95	$0.38
Drill and Shoot	"	" "	2,143.96	0.14
Load and Haul to Crusher	"	" "	4,695.11	0.32
Crush	"	" "	8,778.18	0.59
Cost in Bunker			$21,232.20	$1.43
Reject	1,653.8	Cu. Yd.	413.45	0.25
Haul to Stockpile	59,277	Yd. Mi.	7,888.88	0.13
Stockpile	14,884.7	Cu. Yd.	1,830.44	0.12

Crusher Operating Time - 225 Hours

Average Production - 66 Cu. Yd. per Hour

Remarks:

This was a State project. The contract calling for furnishing of crushed rock in stockpile on the Mt. Hood Highway was bid and awarded April 20th, 1948. On June 4th, the contractor started setting up a crushing plant at the designated quarry. Crushing operations were started on June 22nd, and completed July 17th.

Drilling and shooting of the quarry was done by the down hole method and coyote hole. This quarry was easy to shoot and quarry costs were low.

The crushing plant consisted of a 24" x 36" jaw primary crusher, 3' Traylor secondary crusher and a 36" Symons cone crusher, four diesel power units, 3' x 18' feeder, 4' x 12' triple-deck screen, scalping screen, reject bunker and a three-bin rock bunker.

The specifications called for the washing of the ¼" - 0" after it was separated from the other sizes. For this operation the contractor used a 2" pump and spray. The water was pumped from the Salmon River directly below the crusher setup.

Rock was loaded in the quarry by a 3/4-yard shovel to two dumptors which fed the crusher. Four of the contractor's own trucks were supplemented by hired trucks on the haul to stockpile.

Good equipment, a good quarry, high production and personal supervision by the contractor made the costs low and a high percentage of profit was realized.

E. H. Clymer
Cost Analyst

By . . C. G. Swenson

RECEIVED
DEC 17 1948
FOR FILING

3-8304

1998

December 16, 1948

United Pacific Insurance Co.
Fidelity & Surety Dept.
Seattle 4, Washington

Gentlemen:

This is to advise you that State Highway Contract No. 1998 for work on the Sandy-Rhododendron Section of the Mt. Hood Highway, in Clackamas County, has been completed by the contractor, A.E. Barton & Sons, and that final payment in the amount of $1,220.09 will be made on or after December 27, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $43,767.65 and that no force account work was performed therein. This contract was completed on July 15, 1948 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Burbank & Bates, Agents
901 S.W. Washington
Portland 5, Oregon

NOTED ON C.:
12-16-48

RECEIVED
AUG 26 1948
FOR FILING

3-8304

2998

August 20, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to A. H. Saxton & Sons a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 2998 for rock production on the Sandy-Rhododendron Section of the Mt. Hood Highway in Clackamas County. This payment, which is in the amount of $12,654.09, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,315.91. The present payment to the contractor will be made on or after August 30, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

ed

Secretary

cc: Durham & Bates
901 S.W. Washington St.
Portland 5, Oregon

NOTED ON CARD

8-20-48 E.G.P.

Form E-1—5M—8-47

3-8304

OREGON STATE HIGHWAY COMMISSION

#10

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 17, 1948, 19

Section Sandy - Rhododendron — Kind of work Rock Production

Highway Mt. Hood — Section prefix 3-8304

Contractor A. H. Sexton & Sons — Contract number 2998

Date of Contract Apr. 20, 1948, 19 — Date of completion Aug. 31, 1948, 19

Date work started June 4, 1948, 19 — Estimated date of completion ———, 19

Amount of contract . . . . . $39,920.00 — Per cent of time elapsed 81 133 60.9% %

Estimated cost of completed project, exclusive of engineering $41,516.80

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 1082 2395.20, 45.2 % — Date project was completed July 15, 1948, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor completed the job on the 15th and started moving out.

Deferred Report.

RECEIVED JUL 21 1948 OFFICE OF CONSTRUCTION ENGINEER

Crew: Norberg, Wilson & DeWitt remeasured stockpiles Tuesday, Wednesday & Thursday.

NOTED H. W. LIBBY

Signed Oscar Norberg

Address P.O.Box 4644, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			13,700		
Miles partially completed					
Miles completed					
Total estimated quantities			13,700		
Estimated quantities moved or placed to date			13,700		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			8		
Average force on project for week			22		

Percentages of men employed on contract to be secured from:

.....County, ...%; .....County, ...%; .....County, ...%; .....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants 1

Compressors 1, Bulldozers 1, Sheep-foot rollers 2, dumptors, 6 trucks, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
MAY 18 1948
FOR FILING

3-8204

May 18, 1948

A. H. Saxton & Sons
Cloverdale
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 2996, which was awarded to you on April 20, 1948 by the State Highway Commission, covering the Sandy-Rhododendron Section of the Mt. Hood Highway, in Clackamas County. This copy is for your record and files.

An executed copy of the above contract is also being mailed to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 23 1948
FOR FILING

3-8304

#2998

April 21, 1948

A. E. Sexton & Sons
Cloverdale, Oregon

Gentlemen:

The State Highway Commission on April 20, awarded you the contract for the Sandy-Rhododendron Rock Protection Project on the Mt. Hood Highway in Clackamas County. This award was based on your low bid of $39,920.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. K. Probert

21-4217 Yaquina Bay Bridge on the Oregon Coast Hwy. at Newport.

#2999 1948

RECEIVED
DEC 7 1948
FOR FILING

21-4217

2999

December 6, 1948

U.S. Fidelity and Guaranty Co.
W. Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

This is to advise you that State Highway Contract No. 2999 for work on the Yaquina Bay Bridge (painting) on the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, H.P. Fisher & Sons, and that revised final payment in the amount of $2,266.05 will be made on or after December 16, 1948.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work, and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

On October 1, 1948 you were advised by us that the total contract amount was $20,000, however, the revised amount of the total contract payment is $18,796.05. There was no force account work performed on the job. The above contract was completed on September 20 and accepted by the Commission on November 3, 1948.

This revised notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc - United States Fidelity & Guaranty Co.
Baltimore 3, Md.

United States Fidelity & Guaranty Co.
Cecil R. Alexander, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
12-6-48 gl

RECEIVED
OCT 4 1948
FOR FILING

21-4217

2999

October 1, 1948

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Dear Sir:

This to advise you that State Highway Contract No. 2999 for painting the Yaquina Bay Bridge on the Oregon Coast Highway, in Lincoln County, has been completed by the contractor, E. F. Fisher & Sons, and that final payment in the amount of $3,500.00 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $20,000.00, and that no force account work was performed therein. This contract was completed September 30, 1948 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Cecil R. Alexander, Agent
1112 Cascade Bldg.
Portland 4, Oregon

NOTED ON CARD
10-1-48 cl

RECEIVED
MAY 20 1948
FOR FILING

21-4217

May 19, 1948

H. P. Fisher & Sons
6541 Holly Terrace
Seattle 8, Washington

Gentlemen:

We are enclosing herewith a fully executed copy of contract No. 2999 which was awarded to you on the 20th day of April, 1948 by the State Highway Commission covering Yaquina Bay Bridge Painting on the Oregon Coast Highway in Lincoln County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ew

RECEIVED
APR 23 1948
FOR FILING

21-4217

F-2999

April 21, 1948

H. P. Fisher & Sons
6541 Holly Terrace
Seattle 6, Washington

Gentlemen:

The State Highway Commission on April 20, awarded you the contract for painting all structural steel in two 350-foot steel deck arch spans of the Yaquina Bay Bridge on the Oregon Coast Highway at Newport in Lincoln County. This award was based on your low bid of $20,000 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dw

cc - Mr. S. H. Probert
Mr. C. A. Peterson

F-153(5) Three Rivers, Construct Bridge 1948
Oregon Coast Hwy. at Hebo
#3000

RECEIVED
DEC 13 1949
FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

Department of Commerce
BUREAU OF PUBLIC ROADS
[redacted]
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

November 17, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-153(5)
Three Rivers Bridge
Oregon Coast Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: F. E. Andrews
F. E. Andrews
Principal Highway Engineer

Encl.

RECEIVED
NOV 18
OREGON
STATE HIGHWAY COMMISSION

Oregon Federal Aid P. ,ect No. F-153(5) WASpr 7539

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 15, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-153(5); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $13,000.00 to $21,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas, the Division Engineerof the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of twenty-one thousand and 00/100 dollars ($21,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration','Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into

the work covered by this agreement shall not in any event exceed the sum of twenty-one thousand and 00/100 dollars ($21,000.00), which does not exceed the authorized Federal pro rata share of thirty-six thousand, three hundred eight and 80/100 dollars ($36,308.80), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on October 28 1949.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By Ben R Lonsdale
Member, State Highway Commission

By Chas H Reynolds
Member, State Highway Commission

Attest
W Kearns
SECRETARY

RECOMMENDED FOR APPROVAL:
A Nillia
Assistant STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By _____
Acting Division Engineer
U.S. Bureau of Public Roads

RECEIVED
OREGON
STATE HIGHWAY

To Oregon Federal Aid Project No. F-153(5).

November 20, 1959

Mr. T. H. Boyle, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of modified agreement signed by the Highway Commission for the Three Rivers Bridge, Project No. I-153 (3).

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-153(5)
Three River Bridge
Oregon Coast Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. S. Oakfield
Principal Highway Engineer

Encls.

RECEIVED
OCT 25 1949
OREGON
STATE HIGHWAY COMMISSION

RG.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

October 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-153(5)
Three River Bridge
Oregon Coast Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By:
L. J. Caufield
Principal Highway Engineer

Encls.

RECEIVED
OCT 25 1949
STATE HIGHWAY COMMISSION

RECEIVED
DEC 13 1949
FOR FILING

October 12, 1949

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Three Rivers Section, Project No. F-153 (5).

It is requested the present setup of Federal funds of $13,000.00 be increased to $21,000.00, which amount is more representative of the permissible Federal share of the total cost of the project.

One copy of form PR-4 covering this request is enclosed herewith.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ge

Encls.

Oregon State Highway Department — Federal Aid Project No. F-153 (5)

[illegible] RIVER BRIDGE ON THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 5, 1949

All Required		Removal of Old Bridge and Provision for Traffic		$ 6,000.00
All Required		Shoring, Cribbing, Etc.		2,500.00
200	cu. yds.	Structural Excavation	$ 5.00	1,100.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
255	cu. yds.	Class "A" Concrete	59.00	15,045.00
55,400	lbs.	Metal Reinforcement	0.095	5,263.00
300	lin. ft.	Metal Handrail	10.00	3,000.00
			Subtotal	$33,008.00
			10% Engr. & Cont.	3,300.80
			Total	$36,308.80
		Length	.026 mile	

Federal Aid Funds - $21,000.00
State Funds - 15,308.80

$36,308.80

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

October 5, 1949
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Primary Highway Program (Previous Program) | August 13, 1948 (Date of Approval)

COUNTY Tillamook

FA or FAS Route No. FA 2

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	36	F-153(5)	Crossing of Three Rivers at Hebo	Survey-Plans					
				Right-of-Way					2-lane Bridge
				Construction	36,344	13,000	23,344		
				Total	36,344	13,000	23,344	.026	
Requested Revision	36	F-153(5)	Same	Survey-Plans					
				Right-of-Way					Same
				Construction	36,344	21,000	15,344		
				Total	36,344	21,000	15,344	.026	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change: Increase Federal funds to reflect more nearly the permissible Federal share

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

RECEIVED
APR 18 1949
FOR FILING

E 153 (5)

3000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

April 15, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	4935	3000	8-final	Tom Lillebo	916.27	348355	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

This has been accepted.

NOTED ON CARD
4-15-49

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved _____
Secretary

RECEIVED
MAR 8 1949
FOR FILING

E 153 (5)
3000

March 8, 1949

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

This to advise you that State Highway Contract No.3000 covering Three Rivers Bridge on the Oregon Coast Highway in Tillamook County, has been completed by the contractor, Tom Lillebo, and that final payment in the amount of $915.59 will be made on or after March 18, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $31,699.42, and that no force account work was performed on the project. This contract was completed on December 16, 1948 and accepted by the Commission on February 28, 1949.

We are sending you this notice because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
503 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD
3-8-49 GG

RECEIVED
JAN 7 - 1949
FOR FILING

E 153 (5)

3000

January 6, 1949

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Tom Lillebo, on contract No. 3000, covering the Three Rivers Bridge on the Oregon Coast Highway in Tillamook County. This payment, in the amount of $1,886.18, will be made on or after January 17, 1949. The retained percentage is $952.08.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FEB 4 19
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 1600
PORTLAND 8, OREGON

October 15, 1948

F-153(5)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of agreement for Oregon Project F-153(5), Three Rivers Bridge on the Oregon Coast Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: Hartwell
H. J. Canfield
Principal Highway Engineer

Encl.

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

Iron

(Revised 1946)

48pr 7539

State [redacted]

Federal Aid Project No. [redacted]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of October, 19[redacted], by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of [redacted] hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 19[redacted], a project statement, which was approved on the 2nd day of July, 19[redacted], for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of April, 19[redacted]; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of thirteen thousand and 00/100 dollars ($ 13,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11570-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws 1937; Chap. 51, Laws 1939; Chap. 329, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 688+77.0 and survey station 694+15.0, all in the NW 1/4, section 13, T. 4 S., R. 10 W., W.M., without exception.

, length 0.026 miles, in Tillamook County,

being Oregon Federal Aid project No. F-153(5), consisting of 0.000 miles of roadway and 000 bridges, each of more than 20 feet clear span, 0.026 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ thirteen thousand and 00/100 _____ dollars ($ 13,000.00), which does not exceed the authorized Federal pro rata share of _____ thirty-six thousand, three hundred eight and 00/100 _____ dollars ($ 36,308.00), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available) Chapter 309, Laws 1939. _____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]
(Official title of Highway Department)

By _____

[redacted]
(Title of officer)

By _____

[redacted]
(Title of officer)

Attest _____
SECRETARY

By _____

[redacted]
(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By _____
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11270-3

OCT 15 1948
OREGON D R

RECEIVED
FEB 4 1940
FOR FILING

F-153(5)

August 30, 1940

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basic Sec project agreement for the Three Rivers Bridge, Project No. F-153 (5).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/gs

Encl.

April 21, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 6, Oregon

Dear Sir:

We are enclosing four copies of right of way statement for the Three Rivers Bridge, Project No. F-153 (5).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

JHM/ge

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 21, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. F-153(5), Three Rivers Bridge on the Oregon Coast Highway at Hebo, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 26 1948
OREGON
STATE HIGHWAY COMMISSION

[redacted]

[redacted]
PROJECT NO. F-353 (5)

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

April 20, 1948

...ON
WASHINGTON

POST OFFICE BUILDING
PORTLAND 8, OREGON

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
[redacted]
Division 8

January 18, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of today in the action of the Highway Commission in rejecting all bids as excessive, on Oregon F-153(5), the Three Rivers Bridge.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 23 1946
OREGON
STATE HIGHWAY COMMISSION

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
[redacted]
Division 8

[redacted]

January 2, 1946.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-153(5), the Three Rivers Bridge on Oregon Coast Highway in Tillamook, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld until the right-of-entry to unacquired right-of-way is secured.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
JAN 4 1946
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Department — Federal Aid Project No. F-153 (5)

TERRY RIVER BRIDGE ON THE OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1940

All Required		Removal of Old Bridge and Provision for Traffic		$ 6,000.00
All Required		Shoring, Cribbing, Etc.		2,500.00
220	cu. yds.	Structural Excavation	$ 5.00	1,100.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
255	cu. yds.	Class "A" Concrete	59.00	15,045.00
55,400	lbs.	Metal Reinforcement	0.095	5,263.00
300	lin. ft.	Metal Handrail	10.00	3,000.00
			Subtotal	$33,008.00
			10% Engr. & Cont.	3,300.80
			Total	$36,308.80

Length .026 mile

Federal Aid Funds	$13,000.00
State Funds	23,308.80
	$36,308.80

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid Project
No. F-153 (5)

TIDEK RIVER BRIDGE ON THE
OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 2, 1938

All Required		Removal of Old Bridge and Provision for Traffic		$ 4,000.00
All Required		Shoring, Cribbing, Etc.		2,000.00
220	cu.yds.	Structural Excavation	$ 5.00	1,100.00
10	cu.yds.	Structural Excavation Below Elevation Shown	10.00	100.00
255	cu.yds.	Class "A" Concrete	60.00	15,300.00
55,400	lbs.	Metal Reinforcement	.10	5,540.00
300	lin.ft.	Metal Handrail	10.00	3,000.00
		Subtotal		$33,040.00
		10% Engr. & Cont.		3,304.00
		Total		$36,344.00
		Length	.026 mile	

Federal Aid Funds- $13,000.00
State Funds- 23,344.00

$36,344.00

Oregon State Highway Department

Federal Aid Project
No. F-153 (5)

NEHE RIVER BRIDGE ON THE

OREGON COAST HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 21, 1945

All Required		Removal of Old Bridge and Provision for Traffic		$ 2,500.00
All Required		Shoring, Cribbing, Etc.		500.00
220	cu. yds.	Structural Excavation	$ 5.00	1,100.00
10	cu. yds.	Structural Excavation Below Elevation Shown	10.00	100.00
255	cu. yds.	Class "A" Concrete	40.00	10,200.00
55,400	lbs.	Metal Reinforcement	.07	3,878.00
300	lin. ft.	Metal Handrail	8.00	2,400.00
			Subtotal	$20,678.00
			10% Engr. & Cont.	2,067.80
			Total	$22,745.80
		Length	.026 mile	

Federal Aid Funds	$13,000.00
State Funds	9,745.80
	$22,745.80

THREE RIVERS BRANCH

PROJECT NO. F-153 (5)

While negotiations for rights of way are in progress, three parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed that all necessary right of way can be made fully available within twenty-five days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

December 21, 1945

ROW ?

December 21, 1945

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing herewith seven copies of estimate and three copies of right of way statement to accompany plans and specifications for the Three Rivers Bridge, Project No. F-193 (5).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

JWM:GS

Encl.

NOTED
W. A. REEVES

RECEIVED
MAY 28 1948
FOR FILING
E-153(5)

May 26, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3000, which was awarded to you on April 20, 1948 by the State Highway Commission, covering the Three Rivers Bridge on the Oregon Coast Highway, in Tillamook County. This copy is for your records and files. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rl
encl. 1

RECEIVED
APR 23 1948
FOR FILING
E-15-3 (5)
#3600

April 21, 1948

Mr. Tom Lillebo
Reedsport, Oregon

Dear Mr. Lillebo:

The State Highway Commission on April 20, awarded you the construction of a bridge over Three Rivers on the Oregon Coast Highway at Hebo in Tillamook County. This award was based on your low bid of $13,006 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert
Mr. S. S. Penman

RECEIVED
DEC 1 1948
FOR FILING

E 153(5)
3000

Salem, Oregon
December 1, 1948

Mr. J. W. DeSousa
Assistant Counsel
Office

Indexed
Alphabetically
Thompson, H.A

Under date of November 18, your File R9693, you referred to me a letter from Mr. H. A. Thompson, in respect to filling in dirt in front of his house at Hebo, where additional right of way was acquired in connection with the construction of the new bridge.

I am advised by Mr. Bacon that the man who moved Mr. Thompson's building was supposed to take care of this matter, it not being an obligation of the state. We are further informed that the moving contractor arranged with Mr. Thompson to do the filling himself, and paid him $25.00 to do so.

I believe this matter should be checked further with Mr. Thompson to see if he will verify the arrangement. I shall await further word from you before taking any action in the matter.

W. C. Williams
Assistant State Highway Engineer

cc Mr. F. D. Bacon

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1948

SUBJECT:

To:

Mr. J. W. DeSousa
Assistant Attorney
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The fill in front of the H. A. Thompson property at Hebo, your file R 9693, should have been made by the man who moved the building. I understand that this building contractor has arranged with Mr. Thompson to do the fill himself, and has paid him $25 for doing it.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:ga
cc W. C. Williams

To: OBEC

ASSIGNMENT No. 894

DESCRIPTION: Letter of 11-16-48 from H. A. Thompson, Hebe, WC W requesting that dirt be filled in, in front of his house that was moved at Hebe

DATE: 11-19-48 ASSIGNED TO: PARSON

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☑ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

REPORT RECEIVED: 11-30-48

REMARKS:

FORM S-20 1M 8-48 20888

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

Nov. 18, 1948

SUBJECT: File R 9893

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

L

Dear Mr. Williams:

Herewith I hand you a copy of a letter received from Mr. H. A. Thompson with respect to his property at the Hebo Intersection, where additional right of way was acquired in connection with the construction of a new bridge.

NOTED
W. C. WILLIAMS

The option does not state that the State Highway Commission assumed any obligation regarding the filling in of the front yard although if the grade was changed so as to impair the previous points of access, these, of course, should be taken care of. Possibly if there is some point from which the yard can be economically filled it might help public relations to do the work.

Mr. Thompson has been advised that the matter has been brought to your attention.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:ma
Encl:
(In triplicate)

15¢

Cu 7331

RECEIVED

COPY

November 16, 1948
Hebo, Oregon

Mr. Landon,

Dear Sir:

When are they going to fill dirt in front of my house, that was moved at Hebo.

I saw Mr. Roper yesterday and he said he was waiting word from the State and he would fill it in.

I hope you can <u>they can</u> take care of this right away as the man who lives there now needs it filled in for his business.

Yours truly,

(sgd.) H. A. Thompson

Hebo, Oregon

30-1601 Pendleton, City of. Install traffic signals at 3 intersections.

3001 1948

RECEIVED
DEC 1 1948
FOR FILING

20-1601

3001

November 30, 1948

Mr. W. R. Grasle Co.
437 N. W. 16th St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 3, 1948, had under discussion your request for an extension of time of 30 days, from August 15 to September 15, 1948, within which to complete your contract No. 2001 covering the Pendleton Traffic Signal System, in Umatilla County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Highway Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: E. F. Gibbony,
Division Engineer

W. A. Reeves

NOTED ON CARD
11-30-48 gf

RECEIVED
NOV - 1 1948
FOR FILING

30-1601

3001

Salem, Oregon
October 15, 1948

Mr. E. A. Collier
Maintenance Engineer

Herewith our file on the claim by the City of Pendleton in the amount of 690.1 for our pro rata share of improvements to city streets.

Please investigate and give us your recommendation as to whether or not the State highway property benefits to the extent of the assessment; also check the assessment as to our proportionate share of the cost.

W. W. Stiffler

WWS/ew

RECEIVED
OCT 15 1948
FOR FILING

30-1601

300

October 15, 1948

General Casualty Co.of America
Jewett & Bowman, Agents
Weatherly Building
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway Contract No. 3008 covering traffic signal system in Pendleton, Umatilla County, has been completed by the contractor, W. R. Grasle Co., and that final payment in the amount of $491.70 will be made after acceptance by the Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $9,755.20, and that no force account work was performed therein. This contract was completed September 10, 1948 but has not as yet been accepted by the Commission, however, we anticipate that it will be accepted at the Commission Meeting to be held November 3 and 4.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

10-16-48 g-f

RECEIVED
OCT 7 1948
FOR FILING

30-1601
3001

October 6, 1948

General Casualty Co.of America
Jewett & Dorman, Agent
Weatherly Bldg.
Portland 14, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to W. R. Grasle, on contract No. 3001, covering traffic signal system on Main and Court, Main and Dorian and Main and Emigrant Streets in Pendleton. This payment, in the amount of $9,263.50, will be made on or after October 16, 1948. The retained percentage is $286.50.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attention: Legal Dept.

NOTED ON CARD
10-6-48 gl

RECEIVED
OCT 7 1948
FOR FILING

130-1601

3001

October 6, 1948

4-of

Request for extension of time
No. 2
November 3 and 4 meeting

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Pendleton Traffic Signals
W. H. Crosby Elec. Contractor
Contract No. 3001

Herewith request from the W. H. Crosby Elec. contractor for the installation of the traffic signals on Pendleton, for an extension of time from August 15, 1948 to September 15, 1948 for the completion of the work on this project.

This project requires the delivery and installation of steel poles. These poles were purchased from the Union Metal Manufacturing Co. and, due to the shortage of steel, plates were not delivered until August 30. The contractor immediately began work and finished the installation on September 15.

Under these conditions, it is recommended that the extension be granted without penalty to the contractor.

This is a State Project and does not require the concurrence of the Public Roads Administration.

Very truly yours,

R. H. Baldock
State Highway Engineer

OKP:HH
Attachment

cc H. E. Chaloupka
R. H. Baldock
W. C. Williams
C. S. Peterson
W. A. Reeves

RECEIVED
MAY 12 1948
FOR FILING

30-1601

May 11, 1948

W. R. Grasle Co.
437 N. W. 16th St.
Portland
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3001, which was awarded to you on April 20, 1948 by the State Highway Commission, covering Traffic Signal System at Pendleton. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl
encl. 1

RECEIVED
APR 23 1948
FOR FILING

30-160

#1300

April 21, 1948

W. H. Gresle Co.
437 Northwest 16th Avenue
Portland 9, Oregon

Gentlemen:

The State Highway Commission on April 20, awarded you the contract for installing a traffic signal system at three intersections on Main Street in the City of Pendleton, Umatilla County. This award was based on your low bid of $9,550 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

36-1115 East Sheridan Section
Salmon River Highway

#3002 1943

RECEIVED
JAN 3 - 1949
FOR FILING

36-1115

3002

January 3, 1949

United Pacific Insurance Company
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

This is to advise you that State Highway Contract No. 3002 for work on the East Sheridan Section of the Salmon River Highway, in Yamhill County, has been completed by the Contractor J.C. Compton Co., and that final payment in the amount of $1,924.29 will be made on or after January 13, 1949.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $62,322.57 and that no force account work was performed therein. This contract was completed on July 30, 1948 and accepted by the Commission on August 9, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - United Pacific Insurance Co.
Gordon Carey, Agent
Third & Evans St.,
McMinnville, Oregon

NOTED ON CARD

1-3-49 gr

RECEIVED
NOV 24 1948
FOR FILING

36-1115

3002

November 23, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J.E. Compton Co., on contract No. 3002, covering grading and paving in East Sheridan Section of the Salmon River Highway in Yamhill County. This payment, in the amount of $2,132.62, will be made on or after December 3, 1948. The retained percentage is $1,567.99.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

Secretary

FM

cc - United Pacific Insurance Co.
Gordon Garvey,
Third & Evans St.,
McMinnville, Oregon

NOTED ON CARD

11-23-48, gl

Form E-1—OH—4-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 13, 1948

Section East Sheridan — Kind of work Grading and Paving

Highway Salmon River — Section prefix 36 - 1115

Contractor J.C. Compton Co. — Contract number 3002

Date of contract April 20, 1948 — Date of completion August 5, 1948

Date work started April 26, 1948 — Estimated date of completion August 5, 1948

Amount of contract . . . . . $61,842.50 — Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $61,126.26

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $5,947.01, 9.6 % — Date project was completed August 5, 1948

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Four men working on the Semi - final on this job all week.

The Semi - final should be in the Division Office Monday

Signed James E. Skelton

Address Salem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.54	0.54			0.54
Miles partially completed					
Miles completed	0.54	0.54			0.54
Total estimated quantities	2900	1870			3500 Tons
Estimated quantities moved or placed to date	3292	2567			3210 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

RECEIVED
NOV 15 1948
OFFICE OF
CONSTRUCTION ENGINEER

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Clear, Cold		
Tuesday	" "		
Wednesday	" "		
Thursday	Foggy		
Friday	"		
Saturday	"		

STATE PRINTING DEPT.

RECEIVED
AUG 18 1948
FOR FILING

36-1113

3002

August 17, 1948

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Wash.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to release to J. C. Compton Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3002 for grading and paving on East Sheridan Section of the Salmon River Highway, in Yamhill County. This payment, which is in the amount of $28,736.89, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,802.03. The present payment to the contractor will be made on or after August 27, 1948.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Gordon Carey, Agent
Third & Evans St.
McMinnville, Oregon

NOTED ON CARD
8-17-48 gl

RECEIVED
MAY 12 1948
FOR FILING
36-1115

May 11, 1948

J. C. Compton Co.
P. O. Box 86
McMinnville
Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3002, which was awarded to you on April 20, 1948 by the State Highway Commission, covering grading and paving on the East Sheridan Section of the Salmon River Highway, in Yamhill County. An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Received

RECEIVED
APR 23 1948
FOR FILING
36 - 111
F 2002

April 21, 1948

J. G. Compton Company
Post Office Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on April 20, awarded you the contract for grading and paving on the East Sheridan Section of the Salmon River Highway in Yamhill County. This award was based on your low bid of $61,842.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Yours very truly,
OREGON STATE HIGHWAY COMMISSION

Secretary

dr

cc - Mr. S. H. Probert

1948
Astoria -
3003 Maint. - Ferries - Megler

3004 Cancelled

26-4207 Oneonta Borrow Pit Clean-up
Columbia River Highway. 1948

+ 3005

RECEIVED
NOV 29 1949
FOR FILING

36-427
2 of 5

Salem, Oregon
November 28, 1949

Mr. W. C. Williams

I want to see you about going to Portland this week to check claims of the Union Pacific Railroad on the Oneonta slide. Please contact me.

R. H. Baldock

RHB:hi

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Nov. 25, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Mr. Williams:

Last week, I had a conference with Roy Shields concerning the Union Pacific Company's claim for damage related to the Oneonta Slide, and I told him that I would like an opportunity to go over the claims which make up the total amount, for it was the opinion of some of our people that perhaps some items should not be included. He said if I would give him a couple of days' notice, he would be glad to have their data available.

I would like to have you go with me when we go over those claims, and if you will let me know what time will be convenient, I will get in touch with Roy Shields and make an appointment.

Yours very truly,

J. M. DEVERS

JMD:FRC

RECEIVED
SEP 12 1949
FOR FILING

26-4207

3005

September 9, 1949

Leonard & Slate Corp. Ltd.
7805 S.E. 40th Ave.
Portland 19, Oregon

Gentlemen:

We are enclosing herewith, for your records and files, a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission and your Company providing for the removal of slide material from the Crescents pit on the Columbia River Highway near Multnomah Falls and for the backfilling of the old Crescents Tunnel.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn

RECEIVED
SEP 12 1940
FOR FILING

24-4207
3005

feb

August 29, 1940

Memorandum to the Commission

C.A. 1162

Attached for your consideration and approval is the original and duplicate copy of an agreement with Leonard & Slate, Cons. Ltd. providing for the removal of slide material from the Cascade Bit on the Columbia River Highway near Multnomah Falls and for the backfilling of the old Cascade Tunnel.

This matter was considered and approved by the Commission on August 1, 1940, under Item 4-g on the agenda. The agreement has been signed by officials of Leonard & Slate and approved by W. G. Williams, Assistant State Highway Engineer, and J. H. Devers, Chief Counsel.

Secretary

HSB-WAGree
Attchm.

cc - Floyd Cuney

Agreement
filed 9-9-41

RECEIVED
AUG 30 1949
FOR FILING

OL 4207

3005

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

C & A 1162

Dear Sir:

I hand you herewith letter from Mr. Skelton mentioning several items of cost not provided for in the agreement with Leonard and Slate.

Inasmuch as Leonard & Slate either had to go to work immediately or move their equipment from the job, I advised him to have the present agreement signed and these additional costs would be considered as part of the agreement.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM H-30X 15M 8-48 31006

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
August 22, 1949

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of August 19th you forwarded copies of an agreement with Leonard and Slate, regarding the cleaning of the base of the Oneonta slide. You requested that I obtain the signatures of Leonard and Slate, and upon their signature work could be started.

I am returning herewith five copies of this agreement, one being retained by Leonard and Slate, and we have retained one in this office.

In discussing this agreement with Leonard and Slate there were several items that were discussed, and which I believe are not fully covered in the agreement. These are as follows.

1. III Things to be done by the State. No. 2 of paragraph (a) "If it is necessary for the Contractor to move the required D-6 caterpillar with bulldozer into the work area, the Contractor shall be allowed the sum of $50.00 for such moving cost." In Leonard and Slate's quotation they quoted a price of $50.00 to move the Cat on to the job and another $50.00 for its return upon the completion of the work. The movement in this case will be entirely from off the job, and in accordance with customary procedure, the State would be required to pay the cost of moving it back. The $50.00 quoted is the actual cost quoted from Leonard and Slate for the movement each way.

2. Leonard and Slate have a 1-3/4 yard shovel at Dodson. At the time they quoted on this job, they discussed the possibility of walking the shovel to the slide pit. If this could be done, there would be no charge other than the regular hourly rate for this movement. At that time there was the possibility of walking it up the new grade under the railroad underpass, which would have been satisfactory. I discussed the matter of moving it on the job with Mr. Williams, and told him that I believed that if it were moved over the highway, it should be moved in the same manner that we require any body else to move equipment of this nature, which he confirmed. This would mean

the shovel would have to be torn down and moved on a trailer with pilot cars, and reassembled at the pit. The cost of this movement, I am advised, will be approximately $590.00, and Leonard and Slate would expect the State to compensate them for this cost. We would not be obligated for a movement from the slide back to where ever Leonard and Slate wish to have the shovel, as this cost would have to be borne by them, when they moved it then from Didson.

3. It will be necessary to have a flagman where they come on to the road for hauling down to the Cuesta Tunnel, and it may be necessary to have additional labor for the work on this tunnel. This flagman and additional labor are not covered in the agreement, however if it meets with your approval, we will submit a Price Agreement to cover the cost of such additional labor as is required on the job. We can also submit a price agreement to cover the cost of moving the shovel, if this would be a satisfactory way to handle it.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Carl A. Peterson

RECEIVED
AUG 23 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 8 1949
FOR FILING

File

26-4207

3005

Salem, Oregon
August 5, 1949

Mr. E. A. Collier

At the August meeting, the Highway Commission authorized the expenditure of an additional $2,000 to backfill Concrete Tunnel and remove excess materials from the Concrete slide, making a total estimated cost of $6,200.

W. W. Stiffler

WWS:ar

cc: M. H. Hedin

RECEIVED
FOR FILING
26-4207
3005

July 29, 1949

Oregon State Highway Commission

Gentlemen:

When we considered the sheet erosion of our highway around Agness Bench, it was intended that the tunnel be established after the new road was opened. This was a logical week of the State Public Roads Bureau by granting us permission to commence on the project in constructing the new highway.

The old tunnel is deteriorating rapidly, and the work period has now given way to rain months. We, therefore, feel the tunnel should be reestablished before winter.

We planned to take materials for the filling from the excavation in the Chetco side cuts. Leonard & Blake had a shovel near the site which is used on the Bureau of Public Roads contract between Illahemawk Falls and Agness. Leonard & Blake will furnish this shovel and the necessary trucks at rental rates agreed between the State Highway Department and the Associated General Contractors, and perform the job by force account.

We have an authorization of $4,000, which was provided in the authorization for building the new highway around the tunnel, and which is sufficient for filling the tunnel. However, while Leonard & Blake's equipment is in the older pit, it would be desirable to remove all the accumulated rock that has rumbled onto the pit floor. This is estimated to cost $1,000 additional, or a total of $5,000 for the complete job. Your approval is requested for an additional $1,000 authorization in the 1949 special maintenance fund to cover this work. Your approval is also required for entering into an agreement with Leonard & Blake to do this work. If you approve, the Chief Counsel will prepare the necessary agreement form.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
S. H. Probert
H. G. Smith
G. S. Paxson

WCW:RHB:or

AGENDA
AUG 1 1949
#-P

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 29, 1949

L-4207
30-5

Oregon State Highway Commission

Gentlemen:

When we constructed the short section of new highway around Cascade Tunnel, it was intended that the tunnel be backfilled after the new road was opened. This was a requirement of the Union Pacific Railroad Company in granting us permission to encroach on its property in constructing the new highway.

The old tunnel is deteriorating rapidly, and the west portal has now given way to some extent. We, therefore, feel the tunnel should be backfilled before winter.

We planned to take materials for the filling from the accumulation in the Cascade slide area. Leonard & Slate has a shovel near the site which it used on the Bureau of Public Roads contract between Multnomah Falls and Dodson. Leonard & Slate will furnish this shovel and the necessary trucks at rental rates agreed between the State Highway Department and the Associated General Contractors, and perform the job by force account.

We have an authorization of $4,200, which was provided in the authorization for building the new highway around the tunnel, and which is sufficient for filling the tunnel. However, while Leonard & Slate's equipment is in the slide pit, it would be desirable to remove all the accumulated rock that has raveled onto the pit floor. This is estimated to cost $2,000 additional, or a total of $6,200 for the complete job. Your approval is requested for an additional $2,000 authorization in the 1949 special maintenance fund to cover this work. Your approval is also required for entering into an agreement with Leonard & Slate to do this work. If you approve, the Chief Counsel will prepare the necessary agreement form.

Very truly yours,

R. H. Baldock
State Highway Engineer

T.A

SAC

AGENDA
AUG 1 1949
47-P

Consider agreement with Leonard Hall & Backfill Oneonta Tunnel with material from Oneonta slide and remove balance of loose material from slide.

Est Cost $6200.00 quantity 4200 cu yds remaining cuttings to fill tunnel.

E.R.

S+C

RECEIVED
AUG 11 1949
FOR FILING

26-4207

3005

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 21, 1949

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

REFERRED TO
Williams

Dear Sir:

I am forwarding herewith quotation dated July 21st from Leonard and Slate, contractors of 7805 S.W. 40th Avenue, Portland 19, Oregon for cleaning out the Oneonta Borrow, the material from which will be used for backfilling the Oneonta Tunnel and the balance to be stockpiled alongside the grade of the new highway east of the underpass from the Oneonta Borrow pit. You will note that Leonard and Slate quote on a fully operated basis for a D6 Cat, a 1-3/4 yard shovel, and 4,5, and 6 yard trucks; also that the D-6 Cat would have to be moved in at a charge of $50.00 each way, or $100.00, and their shovel would have to be moved from Dodson to the slide. It is possible that this shovel cold be moved up the new grade and under the underpass, however there is some question as to whether there is sufficient clearance to go under. If it is impossible to move the shovel over the new grade, it will have to be broken down so that it can be hauled over the highway, at a probable expense of from $350.00 to $400.00.

You will note that these prices do not include supervision, other than that that could normally be given without putting a man specifically on the job for that purpose. They do quote the price of $100.00 per week for supervision, if this is required.

Mr. Baldock mentioned cleaning up this borrow pit at the time I was over this section with him and with Mr. Williams, and suggested that I contact Leonard and Slate, if they would be willing to do the work on about the same basis as the quotation we received from them earlier this spring. The last time the Oneonta Borrow was cleaned out it was done by them under an agreement with the Highway Commission, dated March 12, 1948, and the work was paid for on the basis of their fully operated equipment rate.

In our project expenditure authorization for contract 2946, the Oneonta Creek Bridge, we have set up $4200.00 for filling this tunnel. It is estimated at that time that approximately 1500 yards would be required to fill the tunnel. We expect to fill the tunnel

by depositing the material on the pavement, putting it in place by steeply ramping the material to the top of the tunnel. I believe this is feasible. The total material to be moved from the slide is approximately 5000 yards, which would leave something like 3500 yards to stockpile alongside the grade. In our previous contract with Leonard and Slate, the cost was 50 cents per yard. On this proposed work the expense will be somewhat higher that that, but I believe that we can do this work, including the backfilling of the tunnel at a cost of not to exceed $1.00 per yard or $5,000.00 for the project.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams
C. A. Peterson
W. M. Strohmeyer

RECEIVED

SKILL, INTEGRITY RESPONSIBILITY

LEONARD & SLATE OREG. LTD.
GENERAL CONTRACTORS
7805 S. W. 40th Avenue
PORTLAND 19, OREGON
CHerry 1112

July 21, 1949

Oregon State Highway Commission
P. O. Box 4644
Portland, Oregon

Gentlemen:

The firm of Leonard & Slate Oreg. Ltd., 7805 S. W. 40th Ave., Portland 19, Oregon, quote the following prices for rental of equipment to be used on Force Account: said Force account work to be done East of Multnomah Falls in area known as Oneonta Slide Pit.

		Daily	Saturday	Sunday
*D-6 Cat. with Bulldozer, fully operated	@ per hr.	9.00	10.15	11.30
1 3/4 yd. Shovel, fully operated	" " "	18.00	19.25	20.50
4 yd. Truck	" " "	4.25	5.20	6.15
5 yd. Truck	" " "	5.25	6.20	7.15
6 yd. Truck	" " "	5.75	6.70	7.65

* Due to the fact no D-6 Cat. is now in this area a move in and move out charge of $100.00 will be made; $50.00 each way.

It is further understood that it will be the responsibility of the Oregon State Highway Commission through their representatives to obtain necessary permission for movement over highway of 1 3/4 yd. Shovel into and out of the work area.

Above prices do not include supervision of any kind. If supervision is required it will beadditional:

Supervision (per man) $100.00 per week

Yours very truly,

LEONARD & SLATE OREG. LTD.

Leonard A. Runkle

Leonard A. Runkle,
General Partner

LAR:gr

RECEIVED
JUL 21 1949
DIVISION ENGINEER

RECEIVED
JUL 10 1948
FOR FILING

SA-16

File

26 4207

3005

March 24, 1948

Contract #3005

Leonard & Slate Oreg.Ltd.
7805 S. W. 40th Avenue
Portland 1, Oregon

Gentlemen:

We enclose herewith a fully executed copy of an agreement with the Oregon State Highway Commission, covering the removal of loose slide materials which have accumulated on the floor of the Oneonta borrow pit on the Columbia River Highway, near Multnomah Falls.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

26-4207

#2-585

RECEIVED
JUN 4 1948
FOR FILING

June 3, 1948

Protective Personal Liability & Protective
Property Damage Insurance,
Harvey Wells-Reed Insurance Agency
Failing Building
Portland 4, Oregon

Gentlemen:

This to advise you that State Highway contract No.3005, for removal of loose slide materials which have accumulated on the floor of the Oneonta borrow pit on the Columbia River Highway, in Multnomah County, has been completed by the contractor, Leonard & Slate Corp.Ltd., and that final payment in the amount of $633.70 will be made after acceptance by the Highway Commission.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $12,674.08, of which amount $353h.23 represents force account items. This contract was completed April 26, 1948 but has not been accepted by the Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
MAY 24 1948
FOR FILING

36-4207

3005

May 20, 1948

Great American Indemnity Co.
Harvey Wells-Reed Insurance Agency
Failing Building
Portland 4, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Leonard & Slate Oreg.Ltd. on contract No. 3005, covering removal of slide materials which have accumulated on the floor of the Concrete Borrow Pit on the Columbia River Highway, near Multnomah Falls. This payment, in the amount of $7,074.68, will be made on or after June 1, 1948. The retained percentage is $631.70.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Great American Indemnity Co.
2 Liberty St.
New York 5, N. Y.

NOTED ON CARD

5-20-48 gf

Form E-1—OSE—6-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section Cascade Locks Pit — For Week Ending April 10, 1948

Highway Columbia River — Kind of work Removal of Slide

Contractor Leonard L. Stahl Oregon Ltd — Section prefix 26-4207

Date of contract March 12, 1948 — Contract number MA 1043

Date work started March 11, 1948 — Date of completion —

Amount of contract . . . . . $ 15000 — Estimated date of completion April 20, 1948

Estimated cost of completed project, exclusive of engineering . . . . . $ 5200 00

Per cent of contract completed, based on total contract price . . . . . 34 %

Engineering cost to date, $ ....., ... % — Date project was completed ....., 19.....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor moved his 2 Yd Lorain Shovel and 3 - 12 Yd Tournapulls into the Cascade Locks Pit Tuesday, This increased the daily output and lowered the cost per yd considerably

NOTED
H. W. LIBBY

NOTED
E. A. PEASE

NOTED
RAY WEBER

NOTED
E. M. [illegible]TH

RECEIVED
APR 12 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed Carl A. Peterson

Address Troutdale

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
[illegible]					
Total estimated quantities	20000				
Estimated quantities moved or placed to date	9000				
Average daily quantities	1000				
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	5				
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers 1, Sheep-foot rollers Tamping pulls 3, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	Showers		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

STATE PRINTING DEPT.

Form S-1—Rev—4-47

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Trautdale - Wahkeena Creek

Highway Columbia

Contractor Leonard & State Ore Ltd

Date of contract March 24, 19 48

Date work started March 24, 19 48

Amount of contract . . . . . $

For Week Ending April 3, 19 48

Kind of work Clearing Lake Area at Multnomah Falls

Section prefix 26-4207

Contract number

Date of completion March 31 ~~57~~ 19 48

Estimated date of completion March 31 ~~57~~ 19 48

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . . $ 1600.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date, $; % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the clearing and burning of all snags within the lake area between Wahkeena and Multnomah Falls Thursday night. Old fires were used to start the piles burning. Most of the snags were done dry. The Cat maneuvered around the lake bed without getting stuck in the mud, the dragline shovel worked around the piles without the use of mats thereby the job was done sooner and with less labor than anticipated.

H. M. LIBBY NOTED

NOTED
E. M. BOOTH

RECEIVED
APR 5 - 1948
OFFICE OF
CONSTRUCTION ENGINEER

Signed Carl Attebery

Address Trautdale Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM				OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY			
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING CO'Y.

F-173(4) Rainier-Goble Sec., Columbia River Hwy. 1948

#3006

RECEIVED
JUN 30 1951
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

October 27, 1950

F-173 (4)

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-173(4)
Rainier-Goble Section
Columbia River Highway

Dear Sir:

Enclosed for your files is an executed modification of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
[illegible]
MISSION

For 7

Oregon Federal Aid Project No. F-173(4) WASpr 7694

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 3, 1949, by the Oregon State Highway Commission and on behalf of the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-173(4); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $372,000.00 to $457,000.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of four hundred fifty-seven thousand and 00/100 dollars ($457,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event

exceed the sum of four hundred fifty-seven thousand and 00/100 dollars ($457,000.00), which does not exceed the authorized Federal pro rata share of seven hundred thirty-eight thousand one hundred sixty-one and 60/100 ($738,161.60), the approved total estimated cost of said project.

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on October 18 1950.

Attest

H.H. Cheney
SECRETARY

Assistant STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By Chas. H. Reynolds
Member, State Highway Commission

By _____
Member, State Highway Commission

COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U.S. Bureau of Public Roads

Oregon Federal Aid Project No. F-173(4).

October 23, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing two copies of modified agreement, signed by the Highway Commission, for the Rainier-Goble Section, Project No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gm

Encl.

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OCT 9 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

MONTANA
OREGON
IDAHO
WASHINGTON
F-173 (4)
3006

October 4, 1950

NOTED
W. C. WILLIAMS

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-173(4)
Rainier Goble Section
Columbia River Highway

Dear Sir:

We are forwarding herewith two copies of proposed modification of the project agreement. If these are found to be satisfactory, they should be signed by the Commission and returned to this office.

Enclosed also is an approved copy of the detail estimate upon which the modification of agreement was based.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
Principal Highway Engineer

Copy + Encls to Probert

Encls.

RECEIVED
OCT 3 1950
FOR FILING

7-173 (4)

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3006	22-Final	Leonard A. Fix in Oregon Ltd.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15335	665	$ 27,070.86	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD
10-3-50, gl

Warrant Mailed: OCT 3 1950

FWD

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
1006	22-final	Leonard & White Oregon Ltd.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15336	665	$ 27,070.86	Sep. 28, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1949

Time Extensions: Extended to July 31, 1950 without penalty

Completion Date: June 20, 1950

Date Accepted: July 11, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-3-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
OCT 12 1950
FOR FILING

R. H. Baldock

September 20th, 1950

FINAL COST ANALYSIS
Grade, Surface & Oil
Leonard & Slate, Contractor
A. V. Benedict, Resident Engineer

Rainier-Goble Section
Contract No. 3006
7173-(4)

Lower Columbia River Highway
Prefix 5-1016

NOTED
State Highway Engineer

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(1)Clearing & Grubbing	All		$	$	$29,748.08	$25,000.00
(1)Removal of Pavement	12,119.9	Sq. Yd.	0.30	0.30	3,667.61	3,635.97
(1)(2)Structural Excavation	1,729.58	Cu. Yd.	1.59	5.00	2,753.88	8,647.90
(1)(2)Trench Excavation	727.86	" "	2.05	2.50	1,488.66	1,819.65
(1)General Excavation, Unclass.	392,118	" "	0.92	0.95	362,644.37	372,512.10
(1)Short Overhaul	1,959,255	Yd. Sta.	0.017	0.02	33,307.34	39,185.10
(1)Long Overhaul	81,877.9	C-Yd. Sta.	0.46	0.50	37,663.83	40,938.95
(1)Finishing Roadbed & Slopes	3.65	Mile	971.29	1,000.00	3,545.21	3,650.00
(1)Rounding Cutbanks	8,770	Lin. Ft.	0.18	0.25	1,615.57	2,192.50
(1)12" Concrete Pipe	327	" "	1.29	2.00	420.68	654.00
(1)(2)18" Concrete Pipe	1,713	" "	2.73	3.00	4,678.82	5,139.00
(1)24" Concrete Pipe	423	" "	4.12	4.00	1,742.45	1,692.00
(1)36" Concrete Pipe	200	" "	6.51	7.50	1,302.64	1,500.00
(1)42" Concrete Pipe	96	" "	8.36	9.00	802.49	864.00
(1)48" Concrete Pipe	168	" "	9.72	11.00	1,632.21	1,848.00
(1)Salvaging Culvert Pipe	81	" "	1.32	3.00	106.63	243.00
(3)Class "A" Concrete	71.75	Cu. Yd.	65.00	65.00	4,663.75	4,663.75
(3)Metal Reinforcement	9,889	Lb.	0.12	0.12	1,186.68	1,186.68
(2)4"-0" Crusher Run Rock in Subbase	37,259	Cu. Yd.	1.83	2.10	68,196.62	78,243.90
(2)2"-0" Rock in Base	17,972	" "	1.84	2.20	33,135.50	39,538.40
(2)3/4"-0" Rock in Base & Shldrs.	9,970	" "	1.86	2.30	18,517.05	22,931.00
(2)Sprinkling	1,272.5	M-Gal.	1.22	2.00	1,554.03	2,545.00
(2)Preparation of Base	3.69	Mile	140.41	200.00	518.09	738.00
(2)Mineral Aggregates	5,623	Cu. Yd.	3.22	3.70	18,100.05	20,805.10
(2)121-150 Asphalt	334.14	Ton	29.70	35.00	9,923.75	11,694.90

Description	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
(2)RC-3 or Emulsion in Seal	46.44	Ton	$31.46	$36.50	$1,461.00	$1,695.06
(2)RC-3 in Binder	98.07	"	31.47	36.50	3,086.68	3,579.56
(1)PA #1, 6" Perf. Metal Pipe	398	Lin. Ft.	1.34	1.20	531.46	477.60
(1)Rock Backfill in Drains	52	Cu. Yd.	4.41	5.00	229.37	260.00
(1)PA #2, Borrow Excavation	131,595.7	" "	0.34	0.65	44,742.54	85,537.21
(3)PA #3, Cement Adjustment, Favor of Contractor	4.75	Bbl.	4.03	4.03	19.14	19.14
(2)PA #4, RT-4 Tar on Detours	20.07	Ton	32.31	35.00	648.41	702.45
(1)Force Account					1,476.28	1,759.42
					$695,110.97	$785,899.34

(1) Work performed by Leonard & Slate.
(2) Work performed by O. C. Yocom.
(3) Work performed by Carl Johnson.

	Gross Revenue	Total Cost	Net Profit	% Profit of Gross Revenue
Leonard & Slate	$603,079.87	$539,723.42	$63,356.45	10.5%
O. C. Yocom	182,819.47	155,387.55	27,431.92	15.0%
Total	$785,899.34	$695,110.97	$90,788.37	11.6%

Rainier-Goble

Detail of Cost
Leonard & Slate

Labor:

Supervision	$19,040.00	
Labor	137,705.29	
State Industrial Accident Insurance	3,968.70	
Unemployment Insurance	2,856.04	
Social Security	1,428.03	
		$164,998.06

Materials:

12" Concrete Culv. Pipe	327 lin. ft.	at	$0.85	$277.95
18" " " "	1,653 "	"	1.73	2,859.69
24" " " "	423 "	"	2.41	1,019.43
36" " " "	200 "	"	4.40	880.00
42" " " "	96 "	"	5.64	541.44
48" " " "	168 "	"	6.99	1,174.32
6" Perf. Corr. Metal Pipe	318 "	"	0.79	251.22
6" Perf. Corr. Metal Pipe	80 "	"	0.86	68.80
6" Bands	16 each		0.79	12.64
6" "	4 "		0.86	3.44
Crushed Rock Backfill	52 cu. yd.	"	2.25	117.00
Force Account Materials				357.58
				7,563.51

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$150,731.00	
" " , Hired	29,048.46	
Hired Trucks	4,041.43	
Gas, Oil and Grease	19,847.04	
Move In, Freight & Cartage	4,970.60	
Miscellaneous Supplies & Small Tools	5,311.86	
Wire Rope	1,884.88	
Explosives	757.85	
P.U.C.'s	903.57	
Public Liability & Property Damage	1,959.32	
Special Railroad Insurance	1,845.27	
Railroad Protective Inspection	1,165.01	
Field Office Expense	1,341.49	
Bond	4,614.04	
Home Office & General Overhead	15,424.64	
		243,846.46

Carl Johnson, Box Culvert Subcontractor:

Class "A" Concrete	71.75 cu. yd. at $55.00	$3,946.25	
Metal Reinforcement	9,889 lb. " 0.10	988.90	
PA #3, Cement Adjustment	4.75 bbl. " 4.03	19.14	
			$4,954.29

Harding Co., Drilling and Shooting Subcontractor:

394,537 cu. yd. at $0.30 — 118,361.10

Total Cost - Leonard & Slate $539,723.42

Railier-Goble

Detail of Cost
O. C. Yocom

Labor:

Supervision		$2,530.00	
Labor		10,608.72	
Labor Insurance		882.23	
			$14,020.95

Materials:

4"-0" Cr. Rock, Del. on Job	37,259 cu. yd.	at	$1.50	$55,888.50
2"-0" Cr. Rock, Del. on Job	13,692 " "	"	1.50	20,538.00
2"-0" Cr. Rock, at Goodat Plant	4,280 cu. yd.	"	1.05	4,494.00
3/4"-0" Cr. Rock, Del. on the Job	6,994 " "	"	1.50	10,491.00
3/4"-0" Cr. Rock, at Goodat Plant	3,104 " "	"	1.05	3,259.20
Mineral Aggregate, Del. to Job	5,342 " "	"	1.50	8,013.00
Mineral Aggregate, at Goodat Plant	281 " "	"	1.05	295.05
RT-4 Tar	20.07 ton	"	18.50	371.30
RC-3 Asphalt	144.51 "	"	22.00	3,179.22
121-200 Asphalt	17.34 "	"	21.00	264.14
121-500 Asphalt	316.8 "	"	20.00	6,336.00
Transport Freight on Asphalt				344.50
18" Concrete Culv. Pipe	60 lin. ft.	"	1.73	103.80
				113,677.71

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$14,910.00	
" " , Hired	350.60	
Gas, Oil & Grease	4,055.48	
Move In, Freight & Cartage	685.76	
Miscellaneous Supplies & Small Tools	1,157.45	
Public Liability & Property Damage Insurance	132.61	
P.U.C.'s	231.10	
Bond	1,285.46	
Home Office & General Overhead	4,780.43	
Stockpile Rental	100.00	
		27,688.89

Total Cost - O. C. Yocom $155,387.55

Rainier-Goble

Remarks:

This contract required the grading, surfacing and oiling of a 3.69-mile section of the Columbia River Highway. The project was bid and awarded on April 20th, 1948, work was started on May 10th, 1948, and completed on June 20th, 1950.

Half of the clearing was through open fields and occasional stands of second growth fir, and the remainder consisted of cottonwood, alder and heavy brush through swampy land. Dozer equipment was used on the higher ground and hand labor aided by a dragline shovel cleared the swamp section. The clearing operations were carried on during both 1948 and 1949.

The general excavation contained approximately 75% solid rock, which was concentrated in a large thorough cut. Drilling and shooting were subcontracted to the Harding Co. at a flat rate of $0.30 per yard for all excavation yardage on the project. The contractor loaded the material with a 1½-yard shovel and a 2-yard shovel, and the material was hauled with Tourna-Trailers, DW-10's and Dumptors. Excavation work was started on June 26th, 1948, continued throughout the winter and completed on August 27th, 1949. Due to the exceptionally high water during the spring of 1949, it was decided to raise the grade through the low lying portions of the project under a price agreement for borrow material. The borrow pits contained dirt and talus rock which was loaded with the shovels and hauled with T-Pulls and Dumptors. Haul on the price agreement was paid at the bid prices for the general excavation haul items. The contractor made a small profit on the general excavation, but excellent production from the borrow pits made the price agreement on borrow a profitable item.

The rock surfacing and the oiling items were subcontracted to the O. C. Yocom Co., who arranged for the purchase of the crushed material from the Goodat Co. at Rainier, who in turn purchased the 4"-0" from the Coast Construction Co. The Coast Construction installed a large breaker at a talus slide situated 1.0 mile from the east end of the job. Lack of experience, the necessity of drilling and shooting when the talus was exhausted and too low a price on the product caused the operation to take a large loss. The 2"-0", 3/4"-0" and mineral aggregate were produced at the Goodat quarry at Rainier, and most of the material was hauled to the job, an average of 4.5 miles, by the producer, but during the year 1950 O. C. Yocom hauled the remainder of the rock with his own trucks. The Yocom Co. made a good profit on the placing and processing of the crushed rock, which was performed by their own organization.

The oil was hauled from Willbridge to the job with the subcontractor's own transports, with a small amount of emergency hauling by hired transports. Most of the oil was placed on sections which did not carry traffic, which held traffic control costs to a low figure. The contractor also had the advantage of a $1.00 per ton reduction in the price of the oil.

Both the prime contractor and the subcontractor made a fair profit on their work due to good organizations and suitable equipment.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
SEP 30 1951
FOR FILING

F-173(4)

September 26, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing one copy of program change and six copies of estimate as basis for modified agreement for the Rainier-Cable Section, Project No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMH:gs

Encl.

Oregon State Highway Department — Federal Aid Project No. F-173 (4)

RAINIER-GOBLE SECTION OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 21, 1950

TYPE Code 5251
Roadway (Sta. 365+50 to 557+00)

All Required		Clearing and Grubbing			$ 25,000.00
8,300	sq. yds.	Removal of Pavement		$ 0.30	2,490.00
250	sq. yds.	Structural Excavation, Unclassified			
90	cu. yds.	Trench Excavation, Unclassified		5.00	1,250.00
376,800	cu. yds.	General Excavation, Unclassified		2.50	225.00
1,362,000	yd. stas.	Short Overhaul		0.95	357,960.00
115,000	C-yd. stas.	Long Overhaul		0.02	27,240.00
3.62	miles	Finishing Roadbed and Slopes		0.50	57,500.00
6,400	lin. ft.	Rounding Cutbanks		1,000.00	3,620.00
200	lin. ft.	12" Concrete Pipe		0.25	1,600.00
960	lin. ft.	18" Concrete Pipe		2.00	400.00
150	lin. ft.	24" Concrete Pipe		3.00	2,880.00
50	lin. ft.	36" Concrete Pipe		4.00	1,400.00
100	lin. ft.	42" Concrete Pipe		7.50	375.00
180	lin. ft.	48" Concrete Pipe		9.00	900.00
310	lin. ft.	Salvaging Culvert Pipe		11.00	1,980.00
80	cu. yds.	Class "A" Concrete		3.00	930.00
10,000	lbs.	Metal Reinforcement		65.00	5,200.00
All Required		Detour Bridge		0.12	1,200.00
36,980	cu. yds.	4" - 0" Crusher-run Rock in Sub-base			8,500.00
13,990	cu. yds.	2" - 0" Rock in Base		2.10	77,658.00
8,990	cu. yds.	3/4" - 0" Rock in Base and Shoulders		2.20	30,778.00
1,490	M-gals.	Sprinkling		2.30	20,677.00
3.62	miles	Preparation of Base		2.00	2,980.00
5,700	cu. yds.	Furnishing and Placing Aggregates		200.00	724.00
340	tons	Furnishing and Placing 151-200 Asphalt		3.70	21,090.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat		35.00	11,900.00
				36.50	1,752.00

78 tons	Furnishing and Placing RC-3 Asphalt in Binder Course		36.50	$ 2,847.00
		Subtotal		$671,056.00
		10% Engr. & Cont.		67,105.60
		Total		$738,161.60
		Length		3.625 miles
		Cost per mile		$203,630.78

Federal Aid Funds- - - -

(2)

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

TM Davis
(District Engineer)

FROM: RH Baldock
(State Highway Engineer)

Sept 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) Portland Federal Aid Primary Highway Program (Previous program)

(Date of approval)

COUNTY Columbia Route No. FA 1

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programed	9	F-173(4)	.7 mi. E. of Rainier to 1.0 mi W. of Gath	Survey-Plans					Gr., Drs, 2-lane high type pvmt
				Right-of-Way					
				Construction	738162	372000	366162		
				Total	738162	372000	366162	3.625	
Requested Revision	9	F-17364	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	738162	457000	281162		
				Total	738162	457000	281162	3.623	

Program Balance of _____ funds subsequent to approval of this and previously recommended changes is $_____

Program Revision Request

Reason for change: Increase Federal funds to represent more nearly permissible pro-rata amount.

Date Sept, 1950

By RH Baldock
(State Highway Engineer)

Recommended for Approval: _____ (District Engineer) _____ (Date)

Recommended: _____ (Division Engineer) _____ (Date)

Approved: _____ (Acting Commissioner) _____ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61880-1

3

RECEIVED
SEP 5 1950
FOR FILING

7-173(4)
3-a-6

September 1, 1950

Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3006, for work on the Rainier-Goble Section of the Columbia River Highway in Columbia County, has been completed by the contractor, Leonard & Slate Corp. Ltd., and that final payment in the amount of $27,070.86 will be made on or after September 11, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $765,899.34, of which amount $1,759.42 represents force account items. This contract was completed June 30 and accepted by the Highway Commission July 11, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
9-1-50 gl

RECEIVED
JUL 17 1950
FOR FILING
7173(4)
3006

Files

July 14, 1950

Wells-Reed Enterprises
412 Failing Building
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Leonard & Klute Oregon, Ltd., on Contract No. 3006, covering Grading and Surfacing on the Bridge-Cable Section of the Columbia River Highway in Columbia County. This payment, in the amount of $36,013.91, will be made on or after July 24, 1950. The retained percentage is $20,466.92.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Grant American Indemnity Company
1 Liberty Street
New York 5, N. Y.

NOTED ON CARD
7-14-50, gf

Form B-1—6M—7-48

7-173 (4)

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Rainier - Goble

Highway Columbia River

Contractor Leonard & Slate Oregon Ltd

Date of contract April - 26, 1948

Date work started May - 10, 1948

Amount of contract $673,458.00

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $ 41992.00, 6.2 %

For Week Ending June 24, 1950

Kind of work Gr. & L. B.T. Macadam Surfacing

Section prefix 5-101C

Contract number 3006

Date of completion Aug - 31, 1949

Estimated date of completion June 30, 1950

Per cent of time elapsed %

Date project was completed JUNE 20, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On monday 1/4 - 0 material was put on by 10 A.M. with blade broom making a complete pass by noon, and another in late P.M.

On tuesday section was broomed twice and by evening all Contractors equipment was loaded out - Job left in neat and tidy shape.

NOTED

E. M. BOOTH

NOTED
G. SMITH

Signed Kenneth E. Britt

Address Room 206 - Sign Bldg - Salem Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.65	3.65		3.69	
Miles partially completed					
Miles completed	3.65	3.65		3.69	
Total estimated quantities		60.000		480 121+150 & RE-3 Each	
Estimated quantities moved or placed to date		60200		461 combined	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		10			

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...1..., Power graders ...1..., Rollers ...1..., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

4 Trucks

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Partly Cloudy.		
Monday	Fog		
Tuesday	Early Fog.		
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED JUN 23 1950 OFFICE OF CONSTRUCTION ENGINEER

State Printing Dept. 22571

RECEIVED
JUN 22 1950
FOR FILING

F-173(4)

3006

June 20, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 20, 1950 on Contract No. 3006, Rainier-Goble Section, in connection with Federal Aid Project No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:cw

cc: John Cottrell

RECEIVED
APR 1 3 1950
FOR FILING

F-173(4)

3.0.6

AGENDA

1-K-3

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1950

SUBJECT: Our File 13704
Charles M. Kelley
Rainier-Goble Section
Lower Columbia River Highway
Washington County

To: Mr. H. B. Glaisyer
Secretary

O F F I C E

Dear Mr. Glaisyer:

The above party makes claim for damages due to the loss of a spring, caused by our construction on this section of highway.

The option with the Kelleys obligates the State to preserve the source of water and it is now proposed to make a cash settlement with Mr. and Mrs. Kelley to satisfy their claim.

Will you kindly place this matter on the agenda so that Mr. Cooper may present it to the Commission.

Very truly yours,

J. M. Devers

By R. L. PORTER
Assistant Right of Way Engineer

RLP:MA

R-E.

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OCT 5 1949
FOR FILING

L 172(4)
1106

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 4, 1949

NOTED
W. C. WILLIAMS

SUBJECT: R 13704

To: Mr. Forrest Cooper
Right of Way Engineer
O f f i c e

Dear Mr. Cooper:

Enclosed herewith is a letter received this date from Mr. Williams regarding the preservation of domestic water supply for the use of property owned by Mr. Kelley on the Rainier-Goble Section of the Lower Columbia River Highway.

We received an option from Mr. and Mrs. Kelley dated March 9, 1948, which option has been exercised by the Highway Commission and a deed to the property received on April 30, 1948. By the terms of the option the State is obligated to leave the grantors' existing water supply for domestic use in good repair, or if a change is made in the location of the spring, we agree to leave it in as good a condition as it was before. The State is further obligated to provide water on both sides of the highway for the Kelleys.

You will notice that Mr. Williams states in his letter that it has been impossible to obtain a sufficient amount of water by re-establishment of the spring, and that it will apparently be necessary to tap another spring, which will require approximately 800 feet of 1" or 1¼" pipe. Mr. Williams suggests that inasmuch as Mr. Kelley can install the pipe more economically than the State that we contact Mr. Kelley to determine if a cash settlement can be made with him whereby he will furnish and install the necessary pipe and release the State from its obligations under the option. It will be appreciated if you will have a right of way man familiar with this property and the past negotiations with Mr. Kelley look into this matter and attempt to negotiate a cash settlement with Mr. Kelley.

Yours very truly,

J. H. DEVERS

By

C. W. ENFIELD
Assistant Counsel

cc - W. C. Williams
H. G. Smith

CWE:avh
Encl.

RECEIVED
OCT 3 1949
FOR FILING

F-173 (9)
3006

STATE HIGHWAY COMMISSION

Salem, Oregon
September 30, 1949

SUBJECT

Mr. J. H. Bowers

Attention: Mr. C. W. Enfield

We acquired right of way on the Rainier-Goble Section from Mr. Chas. H. Kelley (Right of Way File 13704). It appears that the State is obligated to reestablish a spring on Mr. Kelley's property. In reestablishing the spring, it has been impossible to obtain a sufficient amount of water for Mr. Kelley's requirements, due to seepage and other causes. Apparently it will be necessary to tap another spring, which will require approximately 800 feet of 1" or 1½" pipe.

It is possible that Mr. Kelley can install the pipe more economically than the State, and I would suggest that Mr. Kelley be contacted to determine if a cash settlement could be made with him, wherein he would furnish and install the 800 feet of necessary pipe and relieve the State from further obligation.

W. C. Williams

WCW:mm

cc Mr. K. G. Smith

FORM E-60 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23rd, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

Attached please find letters from Benedict and Eason concerning the spring on the Rainier-Goble Project.

I have examined the site of this spring which we attempted to move back from the right of way. We did secure some water, but there is a considerable amount of seepage in the cut ditch, which is about the location of the original spring.

I do not feel that we can dispute Mr. Kelley's contention that the original spring flowed more water than our reconstructed spring. He advises that there are other springs coming out in the hills which would require about 800 feet of pipe. I recommend that we make a cash settlement with Mr. Kelley based upon the cost of 800 feet of 1" to 1¼" pipe, with a nominal amount for labor. Mr. Kelley runs a sawmill on the property, and he can install the pipe much more economically than we can by state forces.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc. 2

FORM S-00 1911 BLUE RIBBON

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 14, 1949

5-5

SUBJECT:

To:

Mr. H. G. Smith,
Construction Engineer.

Dear Sir:

Herewith a copy of a letter from Mr. Benedict again calling attention to Mr. Kelley's complaint about his spring on the Rainier-Goble Section.

I reported this matter to you on August 1 with the thought that perhaps some reply could be made to Mr. Kelley as to fulfillment of our obligations.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM

RECEIVED

FORM E-20 2SM 12-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Rainier, Oregon
Sept. 13, 1949

SUBJECT: R/W #1.5704

To:

Mr. F.D. Lason,
Division Engineer,
Salem, Oregon.

RECEIVED
SEP 14 1949
Office of
DIVISION ENGINEER
DIVISION NO. 2

Dear Sir:

With reference to my letter of 7/27/49 transmitting complaint of Chas. M. Kelley that his spring was not adequate to his needs:

Mr. Kelley has spoken to me several times since about this matter. Saturday he came in to the office quite perturbed because he had had no assurance that the matter was being investigated and said he feared we would soon be gone and his claim ignored.

I was able to tell him only that I had felt obliged to refer the matter to the Salem office and had no knowledge whatever as to what might be done about it.

Very truly,

A.V. Benedict

A.V. Benedict
Resident Engineer.

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OCT 4 1949
FOR FILING

7-173(4)
3006

September 30, 1949

Great American Indemnity Co.
Ralls, Reed & Hutchings, Agents
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 21, 1949, had under discussion your request for an extension of time of 335 days, from August 31, 1949 to July 31, 1950, within which to complete your contract No. 3006 covering the Rainier-Goble Section of the Columbia River Highway in Columbia County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Rasen,
Division Engineer

H. G. Smith

NOTED ON CARD
9-30-49 GC

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SEP 14 1949
FOR FILING

7-173(4)
3006

September 9, 1949

Request for extension of time
No. 12
September 19 and 20

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Leonard and Blake Engr., Ltd. for an extension of time on Contract No. 3006, Sutherlin-Dillard section of the Columbia River Highway, from August 26, 1949 to July 31, 1950.

Due to the extremely high water in the spring of 1948, the contractor was delayed sufficiently so that he will not be able to complete his oiling until next spring.

For this reason I recommend that the extension be granted without penalty, and Mr. T. H. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

cr

RECEIVED
AUG 2 1949
FILING
7-173(4)
3006

File

August 31, 1949

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3006, Junction-Dubie Section of the Columbia River Highway, Ore. S-173 (4) from August 31, 1949 to July 31, 1950 to Lemmell & Sloan Const. Eng., Contractors.

Due to extreme high water in the spring of 1948 and the increase in the original contract quantities necessitated by raising the grade line above high water level, which has delayed the contractor considerably so that he will be unable to complete the oiling until next spring. For this reason I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

WCW: H. C. Smith

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JUN 13 1949
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ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

F-173(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

June 3, 1949

P.O.Box 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-173(4)
Rainier-Goble Section
Columbia River Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

RECEIVED
JUN - 6 1949
OREGON
STATE HIGHWAY COMMISSION

June 3, 1940

Mrs. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-173(4)
Rainier-Cowlitz Section
Columbia River Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By:

L. J. Canfield
Principal Highway Engineer

Encl.

Form PR 2 (Revised 1946)

Apr. 7694

State Oregon

Federal Aid Project No. F-173(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 3rd day of June, 1947, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of May, 1947, a program, which was approved on the 2nd day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 5th day of April, 1947; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred seventy-two thousand and 00/100 dollars ($372,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11279-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 329, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 365+50 in the NW 1/4, Section 1, T. 6 N., R. 2 W., W.M., and survey station 557+00 in the SW 1/4, Section 23, T. 7 N., R. 2 W., W.M., without exception,

, length 3.685 miles, in Columbia County, being Oregon Federal Aid project No. F-173(4), consisting of 3.685 miles of roadway and [illegible] bridges, [illegible] of more than 20 feet clear span, [illegible].

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11870-8

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ three hundred seventy-two thousand and 00/100 _____ dollars ($ 372,000.00), which does not exceed the authorized Federal pro rata share of _____ seven hundred thirty-eight thousand, one hundred sixty-one and 60/100 _____ dollars ($ 738,161.60), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ the State Treasurer _____ (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ Oregon _____ (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available)

_____ Chapter 529, Laws 1939. _____

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By T H Banfield
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W K Bynum
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

RECEIVED
JUN 3 1949
OREGON DIV. R

RECEIVED
MAY 16 1949
FOR FILING

F-173(4)

May 13, 1949

Mr. T. K. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending, under separate cover, four copies of agreement with the Spokane, Portland and Seattle Railway Company, covering the encroachment on their right of way in connection with the Rainier-Coble Section, Project, No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JH/ge

RECEIVED
MAY 1
FOR FILING
OREGON DISTRICT

F-173(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 12, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' May 9th letter in reply to ours of May 3 concerning Extra Work Order No. 4 for breaking large boulders in borrow areas on Federal Aid Project F-173(4), the Rainier - Goble Section.

Since the wording of Price Agreement No. 2 does not indicate that only materials which do not require blasting be used, we are of the opinion such breaking of large boulders encountered in the borrow excavation are not eligible for Federal participation and therefore we are not approving Extra Work Order No. 4 for participation with Federal Funds.

Very truly yours,

T. M. DAVIS
District Engineer

Copy in contract file

RECEIVED
MAY 12 1949
FOR FILING

FORM S-30 10M 8-48 28489

7173 (4)

3006

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1949

SUBJECT:

W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
B u i l d i n g

RR Agreement #345

L

Dear Sir:

This is to advise that we have received from the Spokane, Portland and Seattle Railway Company a fully executed copy of an agreement granting to the State the right to construct and maintain a section of the Lower Columbia River Highway between Ranier and Goble on railroad property. This copy will be placed in the Commission's files under "Railroads." There are no additional copies in this office.

The public liability and property damage insurance called for in the agreement is filed in the safe and bears an expiration date of October 26, 1949. This is in connection with Contract 3006 with Leonard and Slate for work on the Ranier-Goble Section of the Columbia River Highway.

Very truly yours,

Secretary

FAQ:md

cc - J. M. Devers

RECEIVED
MAY 10 1949
FOR FILING
F-173(4)

File

May 9, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer now to your letter of May 3, requesting additional information to justify allowance of force account payment to the contractor for the breaking of large boulders encountered in borrow excavations on Project F-173 (4), Rainier-Goble.

At the time Price Agreement No. 2 was entered into, it was the intent of all to use, as borrow, only such materials as could be excavated without blasting, and the contractor was assured that he would not be required to borrow in ledge rock or other material requiring blasting. It was the belief at that time that the taking of materials requiring blasting could be avoided by proper selection of sources and the Department wanted the price fixed on that basis as is common in connection with borrow operations.

As excavation of the borrow materials progressed, it was found impracticable, due to unexpected presence of large boulders in nearly all available sources of materials, to stay with the plan of using only such materials as could be used without blasting. Accordingly, blasting of the larger boulders was resorted to and, since the agreed price of 65¢ per yard for borrow did not include payment for blasting, the blasting automatically became an item of extra work.

Payment of the contractor for this blasting work is, without question, an obligation of the State. In our opinion, it is an item of cost which should be shared by the federal government. If, however, you feel that the case, as we have presented it, does not provide justification for federal participation, we are not inclined to press the matter further.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

May 3, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Extra Work Order No. 4 for breaking large boulders in borrow areas on the Rainier-Goble Section of the Columbia River Highway, Federal Aid Project No. F-173(4), transmitted with your letter of April 25, 1949.

The explanation on the work order states that Price Agreement No. 2 provided for borrow with the "express" understanding that material would be used which did not require blasting. We do not find such an understanding expressed. In the absence of a specification in Price Agreement No. 2 we believe the material should be considered unclassified since the general excavation was bid on that basis. Accordingly, additional information or justification for approval of Extra Work Order No. 4 is requested.

It may be that Oregon laws recognize circumstances which might come under the general meaning of "mutual mistake of facts". Citation of such a law would, doubtless, provide the necessary justification.

Very truly yours,

T. M. DAVIS
District Engineer

By: C. G. Polk
C. G. Polk
Sr. Highway Engineer

RECEIVED
MAY 4 - 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 9 - 1949
FOR FILING
F-173(4)

May 3, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Extra Work Order No. 4 for breaking large boulders in borrow areas on the Rainier-Goble Section of the Columbia River Highway, Federal Aid Project No. F-173(4), transmitted with your letter of April 25, 1949.

The explanation on the work order states that Price Agreement No. 2 provided for borrow with the "express" understanding that material would be used which did not require blasting. We do not find such an understanding expressed. In the absence of a specification in Price Agreement No. 2 we believe the material should be considered unclassified since the general excavation was bid on that basis. Accordingly, additional information or justification for approval of Extra Work Order No. 4 is requested.

It may be that Oregon laws recognize circumstances which might come under the general meaning of "mutual mistake of facts". Citation of such a law would, doubtless, provide the necessary justification.

Very truly yours,

T. H. DAVIS
District Engineer

By:

C. O. Polk
Sr. Highway Engineer

Original handed to
Mr. Probert

CROSS REFERENCE SHEET

Name or Subject: Rainier-Goble Section of the Columbia River Highway

File No. 3006
F-173-(4)

Regarding: Agreement with the Spokane, Portland and Seattle Railway Company, granting to the State of Oregon the right to construct and maintain a section of the Lower Columbia River Highway between Rainier and Goble on Railroad property.

Date Signed: April 28, 1949

Railroad Agreement #345.

Name or Subject

Spokane, Portland and Seattle Railway Company.

File No.

Library Bureau
Division of
Remington Rand Inc.
Manufacturers Everywhere
U.S.A.

Cat. No. 30-8902
For use in all Filing Systems

RECEIVED
APR 27 1949
FOR FILING

F-173(4)

3006

File

April 25, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4, covering the breaking of large boulders in borrow areas on the Rainier-Goble Section of the Columbia River Highway in Columbia County, Contract No. 3006, in connection with Federal Aid Project No. F-173 (4).

In excavating borrow materials, under Price Agreement No. 2, large boulders have been encountered. It is necessary to break these boulders by blasting to make them usable in the borrow material, make room for equipment operation and safety. The price of $0.65 per cubic yard for borrow materials per Price Agreement No. 2 is not deemed sufficient to cover the drilling and blasting operations.

Very truly yours,

H. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP/ge

Encl.

RECEIVED
APR 19 1949
FOR FILING

T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

F-173(4)
3006

OREGON
STATE HIGHWAY COMMISSION

SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 15, 1949

Carl Thomas, Chief Engineer
S. P. & S. Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Mr. Thomas:

I enclose for approval and execution by the proper officials of the Spokane, Portland and Seattle Railway Company, our original and duplicate-original copies of an agreement between the Company and the State Highway Commission, whereby the Company grants to the State of Oregon a right and easement to construct and maintain a section of the lower Columbia River Highway between Ranier and Goble, on railroad property described in the agreement. You will note that both copies have been signed by the State Highway Commission.

When these are executed in behalf of the Company, will you please return one copy bearing the original signatures to me for the Highway Commission's records and files.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts
Enc.

cc - W. C. Williams

NOTED
W. C. WILLIAMS

RECEIVED
APR 8 1949
FOR FILING

F-173(4)
3004
1886 F-173(4) 3004

FILE

Salem, Oregon
April 5, 1949

Mr. J. M. Devers

I return herewith form of agreement prepared by the Spokane, Portland and Seattle Railway Company for an easement to permit construction of the Columbia River Highway between Rainier and Goble.

This form of agreement still contains some rather severe clauses, but at the same time I do not believe we can expect the railroad company to absolve the Highway Commission from damage that might result from our construction. Many of the objectionable items contained in the original form of agreement they submitted have been eliminated, and it is my opinion that the present agreement is the best that we can effect.

We are now working on this railroad property under a temporary permit from the Chief Engineer of the S.P. & S. Company, and I believe we should proceed with approval of the agreement.

If you concur in my recommendations, we should present the form to the Highway Commission for its consideration at the next meeting.

W. C. Williams

WCW:ms

Encl.

FORM E-20 15M 12-46 27069

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1086.

There are several minor clarifications which Mr. Enfield has marked on the contract with the Spokane, Portland and Seattle Railway Company for the encroachment between Rainer and Goble. These clarifications are relatively unimportant and, I believe, could be overlooked to expedite the matter. We are grading under a temporary permit from the Chief Engineer of the S. P. & S. and I do not believe we should abuse this privilege by holding up the agreement any further. I recommend it be signed by the Highway Commission.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT No. 1086

DESCRIPTION: Letter by Mr. Devers (3-23-49) re negotiations with P.S. & N. Ry. Co. for easement in connection with hwy. constr. between Rainier & Goble. Easement attached.

DATE: 3-24-49 ASSIGNED TO: K. S. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____
- ☐_____

REPORT RECEIVED: 3-29-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM H-20 REV 8-48 22504

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

We have been negotiating with the Spokane, Portland and Seattle Railway Company for an easement to use in connection with the construction of the highway between Rainier and Goble, and we have been parleying with the company concerning the form of easement.

The first form we raised some objections to. They have now tried to correct those objections and have sent us a redraft. We are at the mercy of the railroad company for we are almost forced to deal on the company's terms, but I am frank to say I hesitate to approve the form of easement which they have offered, a copy of which I am enclosing for your study.

It is evident that the company has in mind the Oneonta slide and all of the evils that have developed therefrom, and you will note that this form of easement imposes very severe burdens on the State. I suggest earnestly that you and other members of the staff study this copy and determine now whether we can undertake those obligations with safety to the State. When you are ready with your report please return this copy.

Very truly yours,

J. M. DEVERS

JMD:NH
Enc.

FORM S-20 REV 8-40 20004

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 23, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To: W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

We have been negotiating with the Spokane, Portland and Seattle Railway Company for an easement to use in connection with the construction of the highway between Rainier and Goble, and we have been parleying with the company concerning the form of easement.

The first form we raised some objections to. They have now tried to correct those objections and have sent us a redraft. We are at the mercy of the railroad company for we are almost forced to deal on the company's terms, but I am frank to say I hesitate to approve the form of easement which they have offered, a copy of which I am enclosing for your study.

It is evident that the company has in mind the Oneonta slide and all of the evils that have developed therefrom, and you will note that this form of easement imposes very severe burdens on the State. I suggest earnestly that you and other members of the staff study this copy and determine now whether we can undertake those obligations with safety to the State. When you are ready with your report please return this copy.

Very truly yours,

J. M. DEVERS

JMD:MH
Enc.

RECEIVED
JUN 2 1949
FOR FILING
F-173(4)
OREGON DISTRICT

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

March 21, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our letters of April 5 and September 1, 1948 we requested that copies of the easement covering the encroachment of Oregon Project No. F-173(4), Rainier-Goble Section of the Columbia River Highway on the S.P.& S. Railroad right-of-way be submitted.

Please submit these at your earliest convenience as preparation of the project agreement must be deferred until they are received.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 21
FOR FILING

F-17-3(4)
3006

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 17, 1949

SUBJECT:

To: Mr. F. D. Mason,
Division Engineer, Division 2,
Oregon State Highway Commission,
Office.

Dear Sir:

Instructions have been received from the Assistant State Highway Engineer to investigate and take such action as indicated in connection with the cleaning out of a culvert which runs under the old highway on the Ramier-Gobel section at the Frank Welter property.

We are enclosing a copy of the complaint dated March 7, 1949. In order that we may close the file, please advise what action was taken.

Very truly yours,

R. M. Smith,
Assistant Maintenance Engineer.

RMS:jw
Encl.

cc: J. H. Devers
W. W. Stiffler

In accordance with Mr. Stiffler's instructions, we are returning your file herewith. When the report is received from Mr. Mason, we will let you know the outcome.

NOTED
W. W. STIFFLER

RECEIVED
JUN 3 1949
FOR FILING
OREGON DISTRICT
F 173 (4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2869
PORTLAND 8, OREGON

February 16, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A search through our files has failed to locate copies of an easement covering the encroachment on the S.P. & S. railroad right-of-way, Oregon Project No. F-173(4), which according to your records were mailed August 4, 1948.

Will you please submit duplicate copies at your earliest convenience, thereby expediting completion of project agreement papers.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FEB 17 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 10 1949
FOR FILING

F-173(4)

February 9, 1949

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

As we have no written agreement with the power company covering the moving of pole lines on the Reindeer-Goble Section, Project F-173 (4), we are unable to meet the requirement stated in your letter of February 1.

You may, therefore, either return the work order to us unapproved, or destroy it.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/ga

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the State Force Order submitted with your letter of January 27, 1949 covering the moving of a pole line on Oregon Project No. F-173(4), Rainier - Goble Section of the Columbia River Highway.

In accordance with Section VII of G. A.M. No. 300, it will be necessary that copies of the agreement with the power company providing for this work be submitted for approval. Until these are received, recommendation of the work order for approval must be deferred.

Very truly yours,

T. H. DAVIS
District Engineer

#1,873

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 21
FOR FILING
F-123(4)
3006

January 27, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work, covering the moving of the Pacific Power and Light Company pole line to clear construction on the Rainier-Goble Section of the Columbia River Highway in Columbia County, Contract No. 3006, in connection with Federal Aid Project No. F-123 (4).

These power lines at the present time are on private right of way. Work to be performed by the Pacific Power and Light Company crews.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DWP/ge

Encl.

RECEIVED
NOV 26 1948
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

F-173(4)

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Nov. 24, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. W. P. Garrett
Right of Way and Tax Agent
Spokane, Portland & Seattle
Railway Company
1101 N.W. Hoyt Street
Portland, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Garrett:

Until I received your letter of November 20, I was under the impression that someone from the Department had communicated with you concerning the form of easement covering the construction and maintenance of a highway between Rainier and Goble over property owned by the Company.

The form of easement has been considered, but has been found extremely burdensome in a number of respects. For instance, section 1 on page 2 obligates the State to carry insurance or cause its contractor to carry insurance adequate to cover all liabilities. It seems to me that unless the amount of the insurance is specified or the liabilities are enumerated, it would be difficult to get insurance to meet that requirement.

Section 2 on page 2 permits the Railroad Company to require the State to surrender the land even after the improvement has been made and State funds invested. Oftentimes, provisions similar to that are incorporated in Railroad agreements, but the use reserved by the Railroad provides that such use shall not be inconsistent with the use for which the easement is given. As the provision now reads, the State's use may be temporary only.

Section 3 on page 3 obligates the State to build necessary fences. It seems to me that the Railroad's engineers and the State's engineers ought to be able in advance to designate the places so that some sort of estimate may be made of the cost of that item.

Section 4 on page 3. By that provision, the State is required to save harmless the Railway Company to the full extent of the loss, costs, damage and expense which the Railway Company may sustain, etc. I seriously question the Highway Commission's lawful authority to so obligate the State.

Section 5 on page 4. Again, there is much indefiniteness as to what amount of money may be involved in the construction of masonry walls. I think that the Company's engineers and our engineers should study that and designate the places now. The Railroad Company reserves the right to dictate how work shall be done or not done, but relieves itself of liability which may result from following the Company's requests or instructions.

It seems to me that some of these provisions can be mellowed a bit so that we can get together on this matter, and I would be glad to hear from you.

Yours very truly,

J. M. DEVERS

JMD:FTC

cc- Mr. W. C. Williams

RECEIVED
OCT 28 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

3 c 6
F-173 (4)

September 1, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our letter of April 5, 1948 we requested that copies of the easement covering the encroachment of Oregon Project No. F-173(4), Rainier-Goble Section of the Columbia River Highway on the S.P.& S. Railroad right-of-way be submitted.

Please submit these at your earliest convenience as preparation of the project agreement must be deferred until they are received.

Very truly yours,

T. M. DAVIS
District Engineer.

Sent
8/4/48

RECEIVED
SEP 2 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 4
FOR FILING

F-173(4)

August 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Rainier-Goble Section, Project No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

M. C. Williams
Assistant State Highway Engineer

JVN/ED

Encl.

Oregon State Highway Department — Federal Aid Project No. F-173 (4)

RAINIER-GOBLE SECTION OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Roadway (Sta. 365+50 to 557+00)

All Required		Clearing and Grubbing			$ 25,000.00
8,300	sq. yds.	Removal of Pavement		$ 0.30	2,490.00
250	cu. yds.	Structural Excavation, Unclassified		5.00	1,250.00
90	cu. yds.	Trench Excavation, Unclassified		2.50	225.00
376,800	cu. yds.	General Excavation, Unclassified		0.95	357,960.00
1,362,000	yd. stas.	Short Overhaul		0.02	27,240.00
115,000	C-yd. stas.	Long Overhaul		0.50	57,500.00
3.62	miles	Finishing Roadbed and Slopes		1,000.00	3,620.00
6,400	lin. ft.	Resetting Curbsnks		0.25	1,600.00
200	lin. ft.	12" Concrete Pipe		2.00	400.00
960	lin. ft.	18" Concrete Pipe		3.00	2,880.00
350	lin. ft.	24" Concrete Pipe		4.00	1,400.00
50	lin. ft.	36" Concrete Pipe		7.50	375.00
100	lin. ft.	42" Concrete Pipe		9.00	900.00
180	lin. ft.	48" Concrete Pipe		11.00	1,980.00
310	lin. ft.	Salvaging Culvert Pipe		3.00	930.00
80	cu. yds.	Class "A" Concrete		65.00	5,200.00
10,000	lbs.	Metal Reinforcement		0.12	1,200.00
All Required		Detour Bridge			8,500.00
36,980	cu. yds.	4" - 0" Crusher-run Rock in Sub-base		2.10	77,658.00
13,990	cu. yds.	2" - 0" Rock in Base		2.20	30,778.00
8,990	cu. yds.	3/4" - 0" Rock in Base and Shoulders		2.30	20,677.00
1,490	M-gals.	Sprinkling		2.00	2,980.00
3.62	miles	Preparation of Base		200.00	724.00
5,700	cu. yds.	Furnishing and Placing Aggregates		3.70	21,090.00
340	tons	Furnishing and Placing 151-200 Asphalt		35.00	11,900.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat		36.50	1,752.00

78 tons	Furnishing and Placing MC-3 Asphalt in Binder Course		$36.50	$ 2,847.00
		Subtotal		$671,096.00
		10% Engr. & Cont.		67,105.40
		Total		$738,161.40
	Length		3.625 miles	
	Cost per mile		$203,630.78	

Federal Aid Funds	$372,000.00
State Funds	366,161.40
	$738,161.40

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RAINIER-COBLE SECTION

PROJECT NO. F-173 (4)

While negotiations for rights of way are in progress, four parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be made fully available within twenty days.

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

March 30, 1948

April 21, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of right of way state-
ment for the Rainier-Goble Section, Project No. F-173 (4).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP/ge

Encl.

[redacted]

[redacted]

All necessary rights of way have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

April 20, 1948

April 13, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Rainier-Cable Section, Project No. F-17) (4), which estimate contains revised unit prices for excavation and the crushed rock items.

Likewise are enclosed six copies of special provision page No. 7, which page contains a revised specification under the subhead "Excavation and Blasting Methods."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH/ge

Encl.

Oregon State Highway Department — Federal Aid Project No. F-173 (A)

RAINIER-CLATSKANIE SECTION OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 13, 1948

Roadway (Sta. 365+50 to 557+00)

All Required		Clearing and Grubbing		$ 25,000.00
6,300	sq. yds.	Removal of Pavement	$ 0.60	4,980.00
250	cu. yds.	Structural Excavation, Unclassified	3.00	750.00
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00
376,800	cu. yds.	General Excavation, Unclassified	1.10	414,480.00
1,362,000	yd. stas.	Short Overhaul	0.02	27,240.00
115,000	C-yd. stas.	Long Overhaul	0.50	57,500.00
3.62	miles	Finishing Roadbed and Slopes	700.00	2,534.00
6,400	lin. ft.	Rounding Cutbanks	0.15	960.00
200	lin. ft.	12" Concrete Pipe	2.00	400.00
960	lin. ft.	18" Concrete Pipe	3.00	2,880.00
350	lin. ft.	24" Concrete Pipe	4.50	1,575.00
50	lin. ft.	36" Concrete Pipe	9.00	450.00
100	lin. ft.	42" Concrete Pipe	12.00	1,200.00
180	lin. ft.	48" Concrete Pipe	18.00	3,240.00
310	lin. ft.	Salvaging Culvert Pipe	1.50	465.00
80	lin. ft.	Class "A" Concrete	55.00	4,400.00
10,000	lbs.	Metal Reinforcement	0.10	1,000.00
All Required		Detour Bridge		15,000.00
36,980	cu. yds.	4" - 0" Crusher-run Rock in Subbase	2.00	73,960.00
13,990	cu. yds.	2" - 0" Rock in Base	2.50	34,975.00
8,990	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50	22,475.00
1,490	M-gals.	Sprinkling	3.00	4,470.00
3.62	miles	Preparation of Base	200.00	724.00
5,700	cu. yds.	Furnishing and Placing Aggregates	3.75	21,375.00
340	tons	Furnishing and Placing 151-200 Asphalt	37.00	12,580.00
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	1,776.00

78 tons	Furnishing and Placing BC-3 Asphalt in Binder Course	$ 37.00	$ 2,886.00
96 tons	Furnishing and Placing ST-4 Tar in Binder Course	31.00	(Alternate)
		Subtotal	$739,545.00
		15% Engr. & Cont.	73,954.50
		Total	$813,499.50

Length 3.625 miles
Cost per mile $224,413.65

Federal Aid Funds	$372,000.00
State Funds	441,499.50
	$813,499.50

(7)

Oregon State Highway Department — Federal Aid Project No. F-173 (4)

BAKER-OREGON SECTION OF THE COLUMBIA RIVER HIGHWAY IN COLUMBIA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, ~~March~~ April 30, 1948

Roadway (Sta. 365+50 to 557+00)

All Required		Clearing and Grubbing		$ 25,000.00	
8,300	sq. yds.	Removal of Pavement	$ 0.60	4,980.00	
250	cu. yds.	Structural Excavation, Unclassified	3.00	750.00	
90	cu. yds.	Trench Excavation, Unclassified	3.00	270.00	
376,800	cu. yds.	General Excavation, Unclassified	1.15 ~~0.90~~	~~339,120.00~~	414480.00
1,362,000	yd. stas.	Short Overhaul	0.02	27,240.00	
115,000	C-yd. stas.	Long Overhaul	0.50	57,500.00	
3.62	miles	Finishing Roadbed and Slopes	700.00	2,534.00	
6,400	lin. ft.	Rounding Cutbanks	0.15	960.00	
200	lin. ft.	12" Concrete Pipe	2.00	400.00	
960	lin. ft.	18" Concrete Pipe	3.00	2,880.00	
350	lin. ft.	24" Concrete Pipe	4.50	1,575.00	
50	lin. ft.	36" Concrete Pipe	9.00	450.00	
100	lin. ft.	42" Concrete Pipe	12.00	1,200.00	
180	lin. ft.	45" Concrete Pipe	18.00	3,240.00	
310	lin. ft.	Salvaging Culvert Pipe	1.50	465.00	
80	lin. ft.	Class "A" Concrete	55.00	4,400.00	
10,000	lbs.	Metal Reinforcement	0.10	1,000.00	
All Required		Detour Bridge		15,000.00	
36,980	cu. yds.	4" - 0" Crusher-run Rock in Sub-base	2.00 ~~2.40~~	~~88,752.00~~	73960.00
13,990	cu. yds.	2" - 0" Rock in Base	2.50 ~~2.75~~	~~38,472.50~~	34975.00
8,990	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.50 ~~2.75~~	~~24,722.50~~	22475.00
1,490	M-gals.	Sprinkling	3.00	4,470.00	
3.62	miles	Preparation of Base	200.00	724.00	
5,700	cu. yds.	Furnishing and Placing Aggregates	3.75	21,375.00	
340	tons	Furnishing and Placing 151-200 Asphalt	37.00	12,580.00	
48	tons	Furnishing and Placing RC-3 or Emulsified Asphalt in Seal Coat	37.00	1,776.00	
78	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	37.00	2,886.00	

96 tons	Furnishing and Placing HT-4 Tar in Binder Course		11.00	[illegible]	
		Subtotal		[illegible]	739,546.5
		10% Engr. & Cont.		[illegible]	73954.5
		Total		[illegible]	813 499.5
		Length	3.625 ~~3.686~~ miles		
		Cost per mile	~~$207,730.40~~ 224,413.65		
Federal Aid Funds				[illegible]	372,000.00
State Funds				[illegible]	441 499.50
				[illegible]	813,499.50

March 30, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Sainsior-Cobbs Section, Project No. F-173 (4).

Six bid proposals and one set of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encls.

March 16, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing eight copies of Form PR-9 covering program change for the Sutsider-Gehlo Section, Project No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 16, 1948
(Date)

The following major program change of the individual project is requested:

[redacted] Program
(State)

1948 F.Y. Federal-aid Highway Program
(Previous Program)

(Date of Approval)

COUNTY Columbia

FA or FAS Route No. F.A. 1

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	4	[redacted]-173(4)	Rainier to Cable	Survey-Plans					
				Right-of-Way					Gr. Dr. Bridge, 2-lane high-type pavement
				Construction	$800,000	$372,000	$428,000		
				Total	$800,000	$372,000	$428,000	5.60	
Requested Revision	4	[redacted]-173(4)	7 mi. E. of Rainier to 10 mi. west of Cable	Survey-Plans					
				Right-of-Way					Gr. Dr. 2-lane high-type pavement
				Construction	$800,000	$372,000	$428,000		
				Total	$800,000	$372,000	$428,000	3.70	

Program Balance subsequent to approval of this and previously recommended change is: $_____

Reason for Change:

Costs higher than originally estimated

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approval Requested _____ State Highway Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

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FOR FILING

7-173 (4)
2006

Salem, Oregon
August 12, 1948

SAI

Mr. H. G. Smith

Under supplemental agenda item 1 the Highway Commission approved an additional authorization of $73,000 in connection with Leonard & Slate's contract No. [illegible] for grading and surfacing the Rainier-Goble Section of the Lower Columbia River Highway.

W. C. Williams

WCW/da
cc - S. H. Probert
M. H. Hendee

AGENDA
AUG 9 1948
S.A.I.

Confirm additional authorization of $75,000 for contract # 3006 with Leonard & Platt covering grading and surfacing Rainier - Gable Section of Lower Columbia River Highway.

S. A. I.

RECEIVED
DONALD PARCHER, COMMISSIONER
AUG 13 1948
FOR FILING

E-173(4)

3006

WM. PRINGLE, COMMISSIONER
VERNONIA

COLUMBIA COUNTY COURT

J. W. HUNT, COUNTY JUDGE

ST. HELENS, OREGON

August 11, 1948.

Files

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Your Mr. McChesney appeared before the Columbia County Court on the 5th instant in connection with securing right of way to certain County lands in Section 35, Township 7, North of Range 2 West of the Willamette Meridian, being within the area of the Rainier-Goble Columbia River Highway re-location work. Upon the full consideration of said matter it was the opinion of the Court that certain fill materials in the said area would be required by the County for re-construction of the Prescott fill road.

It is the expectation to complete the fill immediately following the highway improvement, and after which time the Court will then consider your request for deed.

This letter will be your authority to remove all materials required in your construction and effect the necessary slopes subsequent to the County's completion of the Prescott fill.

Yours very truly,

COUNTY COURT OF COLUMPIA COUNTY, OREGON

JWH:n

By J. W. Hunt County Judge

By Wm Pringle Commissioner

By Donald Parcher Commissioner

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AUG 13 1948
OREGON
STATE HIGHWAY COMMISSION

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GENDA
AUG 9 1948

S.A. 1

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

F-173(4)
Zone

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 6, 1948

IN REPLY PLEASE
REFER TO FILE

Oregon State Highway Commission

Gentlemen:

I have advised you of the necessity of raising the grade line on certain sections of the Rainier-Clatskanie Section of the Lower Columbia River Highway in order to place the grade line above the 1948 flood-water elevation. The estimated cost of raising the grade line to an elevation safe from future floods is $75,000.

This matter will be on the next agenda for confirmation of the telephonic approval you granted for additional project authorization in the amount of $75,000.

Very truly yours,

R. H. Baldock
State Highway Engineer

5A-1

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AUG 3 - 1948
FOR FILING

F-173 (4)

3006

Salem, Oregon
July 30, 1948

Mr. R. H. Baldock

Please note attached letter from H. G. Smith having reference to necessity for additional project authorization on the Cable-Rainier Section of the Columbia River Highway.

I have investigated this matter and find that the new grade line at places would have been submerged 4.5 feet by the 1948 flood; therefore, it is imperative that we raise the grade line to an elevation of say, probably 2 feet above the 1948 flood. To do this will require 70,000 yards of intermediate borrow. I am informed that borrow material is available within less than a mile haul and the material does not need to be blasted so it would seem to me that we should be able to secure a price agreement from the contractor for a price considerably less than the $1.00 estimated in Mr. Smith's letter. Mason thinks he can get a price of not more than $0.75 and I have authorized him to start negotiations with the contractor for a price agreement for the borrow materials, but at the same time telling him that no definite commitments can be made until the Commission has authorized the increase in the project authorization.

As this matter must be taken care of immediately, I suggest that you take it up with Mr. Banfield next Monday and then by telephone with the other commissioners. I recommend that we request an additional authorization of $60,000 which would allow for a price of about $0.85 a yard for the necessary borrow.

For your information the present project authorization is $745,203.80. The original allotment was $800,000 so that an increase of $60,000 would only overrun the original allotment by $5,000.

I am unable to offer any explanation of why the flood elevation data used in our location was in error but I do believe that Mr. Smith has the right information when he advises that it was based on erroneous railroad data and possibly further complicated by higher water at this time than in 1894 due to many dikes that had been constructed in the near vicinity.

W. C. Williams

WCW/ds
Encl.

FORM E-20 REM 8-46 22004

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

The 1894 flood data upon which we based the grade line for the Goble-Rainier Section were overlapped by the 1948 flood. The 1894 data was based upon S.P. & S. railroad data who considered their grade above the 1894 flood. I do not believe that the railroad was b uilt westerly from Goble until after 1894 so that the data may have been incorrect or the dikes from Sauvies Island west may have radically altered the flood elevations. In any event, our grade will need to be raised from Station 350 to Station 485, and it is recommended that the minimum subgrade elevation be 23.00, which will make the top of the pavement about 2 feet above the 1948 flood.

Grading has not progressed sufficiently to get good data for the swell on the rock cut, but it is anticipated that the raise will require 70,000 cubic yards of intermediate borrow at an additional cost of $70,000.

May we have the Commission's approval of this increase in cost.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
AUG 26 1948
FOR FILING

5-H-2

7-173-4

182

July 8, 1948

Mr. A. B. Knoass

I am returning to you herewith, a fully executed copy of a bargain and sale deed, conveying to Hiram J. Chase, property on the Rainier-Goble Section of the Columbia River Highway in Columbia County.

Secretary

ew

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 23, 1948

IN REPLY PLEASE
REFER TO FILE
13706

H. B. Glaisyer

O f f i c e

Dear Mr. Glaisyer:

Herewith we hand you Bargain and Sale Deed for execution by the State Highway Commission coveying property to Hiram J. Chase on the Rainier-Goble Section of the Columbia River Highway in Columbia County. This property is being conveyed to Mr. Chase as part of the consideration for the property which he has deeded to the State for right of way purposes.

This settlement was approved by the State Highway Commission on March 11, 1948.

Very truly yours,

J. M. DEVERS

By A. B. KNEASS

ABK:mmm
Enc.

APPROVED BY HIGHWAY COMMISSION
DATE March 11-48
SECRETARY

RECEIVED
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FOR FILING

E Hood 7 173 -4
1829

July 8, 1948

Mr. A. B. Kneese

I am returning to you herewith, a fully executed copy of a bargain and sale deed conveying to Charles H. and Annie A. Robinson property on Mainier-Cable Section of the Columbia River Highway.

Secretary

ew

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 23, 1948

IN REPLY PLEASE
REFER TO FILE
13708

H. B. Glaisyer

O f f i c e

Dear Mr. Glaisyer:

Herewith we hand you Bargain and Sale Deed for execution by the State Highway Commission conveying property to Charles H. Robinson and Annie A. Robinson for property on the Rainier-Goble Section of the Columbia River Highway in Columbia County. This conveyance is being made as part of the consideration for the property which the Robinson's are conveying to the State.

This settlement was approved by the State Highway Commission on March 11, 1948.

Very truly yours,

J. M. DEVERS

By A. B. KNEASS

ABK:mmm
Enc.

APPROVED BY STATE HIGHWAY COMMISSION
DATE March 11-48
SECRETARY

RECEIVED
JUN 25 1948
FOR FILING

F-98-(6)
F133 (12)

June 24, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover twelve copies each of the blue line plan quantity summary sheet, special provision page number 4 and bid item sheets 1, 2, 3, 4 and 5 for the Agate Beach-Newport Section, Projects Numbers F-98 (6) and F-133 (12).

These papers have been revised by the addition of bid item number 3, "Clearing Station 966+90 to 994" and are being forwarded that your P.E. and E. papers will be correct, although the item itself is non-participating.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Enc.

JWW:md

RECEIVED
MAY 20 1948
FOR FILING

F-173(4)

May 19, 1948

Leonard & Slate Corp. Ltd.
7805 S. W. 40th Avenue
Portland 19, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of contract No. 3006 which was awarded to you on April 26, 1948 by the State Highway Commission, covering the Rainier-Goble Section of the Columbia River Highway in Columbia County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cw

RECEIVED
MAY 24 1948
FOR FILING

F-173 (4)

May 11, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 10, 1948, on Contract No. 3006, Rainier-Cobbs Section, in connection with Federal Aid Project No. F-173 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DHP/ca

RECEIVED
JUN 28 1948
FOR FILING

F-173 (4)

3906

April 27, 1948

Leonard & Slate, Orvg. Ltd.
7805 S. W. 40th Avenue
Portland 1, Oregon

Gentlemen:

Confirming my telegram to you of yesterday, the State Highway Commission yesterday awarded to you the contract for grading and paving on the Rainier-Vesta Section of the Columbia River Highway, in Columbia County. This award was based on your low bid of $673,458, using asphalt, submitted on April 20, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc
Enc.

cc - Mr. H. G. Smith
Mr. S. H. Probert
Goldie Lewis

Mr. L. R. White
Assistant Commissioner
Industrial Accident Commission
Building

enfirm

SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 26, 1948
4:45 P.M.

Leonard & Slate, Orvg. Ltd.
7805 Southwest 40th Avenue
Portland 1, Oregon

State Highway Commission awarded you today contract grading and paving the Rainier-Goble Section of Columbia River Highway in Columbia County based on your low bid submitted April 20, 1948. Contract forms follow shortly.

R. H. Gilmyer, Secretary
Oregon State Highway Commission

dr
Charge
Salem, Oregon

A NEW SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription & when billed by publisher.

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APR 29 1948
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PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 2648
PORTLAND 8, OREGON

F-173(4)
#3006

April 26, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We hereby concur today in award of contract on Oregon Federal Aid Project No. F-173(4), Raimier - Goble, to Leonard and Slate, Oregon Limited, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 27 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 27 1948
FOR FILING

F-173(4)

A.3.0.6

April 21, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of right of way statement for the Rainier-Goble Section, Project No. F-173 (4).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

JWK/ge

Encl.

RECEIVED
DEC 21 1948
FOR FILING

F-173(4)
3006

PACIFIC POWER & LIGHT COMPANY

Public Service Building

Portland 4, Oregon

April 16, 1948

Mr. J. M. Devers, Attorney
319 State Office Building
Salem, Oregon

Subject: Cost Estimate - Relocation of 11,000 V. Line, Rainier-Cobles Section, Columbia River Highway, Engineers Station No. 490 to 510

Dear Sir:

Referring to the request of Mr. W. C. McChesney for an estimate of the cost to us to relocate our 11,000 Volt circuit between Engineers Station 490 to 510, on account of the Rainier-Cobles Section of the Columbia River Highway, we attach, in triplicate, our estimate to do this work amounting to $1310.00. We enclose two plats of our Drawing No. 44 showing the revised location of our structures. In the final location of this line it became necessary to revise the location of eleven poles as indicated by the plats attached.

The attached estimate is made up based on present costs and it is understood that at such time as the work is performed that the State Highway Department will be billed the actual cost at the time of construction.

Yours very truly,

D. P. Lamb (Signed)
D. P. Lamb
Asst. Right of Way Engineer

DPL:im
Enclos:

A.O.M. - 4/15/1948

ESTIMATED COST TO RELOCATE 11,000 VOLT LINE ON ACCOUNT OF STATE HIGHWAY RELOCATION THREE MILES SOUTHEAST OF HAYDEN, ONE.

Construction of Line in New Location

	Labor		Material
Poles, Towers and Fixtures	$ 603		$ 680
Overhead conductors and devices	165		430
Overhead Services	4		8
Total Labor & Material	772		1118
Stores Overheads 10%			112
Payroll Overheads 8%	62		
Automobile expense 10%	77		
General overheads 7%		150	
Total Cost New Construction			$2290

Credits

Credit for used life of materials removed but not reused, including their labor of installation and construction overheads	$ 614	
Credit for salvage materials	$ 366	
Net Credit to State		$ 980
Net Cost to State		$1310

NOTE: Credit for used life based on total of 30 years on wood structures and guys. Original line built in 1925 with two 35' pole replacements in 1945

RECEIVED
APR 19 1948
FOR FILING

F-173(4)
#3006

April 13, 1948

Mr. T. H. Jarvis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Rainier-Coble Section, Project No. F-173 (4), which estimate contains revised unit prices for excavation and the crushed rock items.

Likewise are enclosed six copies of special provision page No. 7, which page contains a revised specification under the subhead "Excavation and Blasting Methods."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ge

Encl.

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. H. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Apr. 5, 1948

F-173(4)
3006

NOTED
W. C. WILLIAMS 10844

Trojan Powder Company
Yeon Building
Portland, Oregon

Attention: Mr. K. A. Merriman,
District Sales Manager.

Gentlemen:

Our Mr. W. S. McChesney has been negotiating with your representatives for the purchase of a small parcel of property in Columbia County needed for the relocation of the Rainier-Goble Section of the Lower Columbia River Highway.

It is my understanding that the price which has been suggested is satisfactory, and that the only reason for your not having executed the option which has been tendered is the matter of abandonment of the present road through your property.

On March 30, the County Court of Columbia County executed an agreement between the County and the Highway Commission, whereby the highway through your property will be abandoned and permitted to revert to the abutting owner upon the completion of the relocated section of the highway. The unit which involves your property is referred to as "Unit D". A copy of this agreement is enclosed herewith. Likewise, there is enclosed a copy of a print which designates thereon this "Unit D".

It would be satisfactory if in the option you would put the following: "This option is conditioned upon the reversion of the old right of way referred to as "Unit D" in that certain agreement between the Highway Commission and Columbia County, dated March 30, 1948."

With such a provision and this explanation, we trust that you will see fit to execute the option and forward the same to this office at your very early convenience.

As you may know, the Commission is calling for bids for the construction of this project for opening at its meeting of April 19 and 20. It is of course desired to have all right of way under option required at that time. I believe with the exception of two small parcels owned by out of state owners, yours is the only property which is not under option.

Your cooperation would be appreciated.

Yours very truly,

J. M. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:FHC

cc- Mr. W. S. McChesney
Mr. W. C. Williams

F-153(6) Salmon River Br., Oregon
Coast Hwy. near Otis
1948

#3007

RECEIVED
APR 1 [illegible]
FOR FILING

17-1536)
3-07

April 17, 1950

Sinclair Refining Company
906 Grand Avenue
Kansas City 13, Missouri

Gentlemen:

We have your letter of April 14 concerning our Project No. S 48 (2) and No. F-153 (6). We find that Project No. S 48 (2) has been let under our Contract No. 3258 which is held by C. E. Lensberg of South Second Street, Hyssa, Oregon. It may be that Mr. Lensberg has made arrangements with J. G. Compton and Company to do some subcontract work on this project. The surety who provided the bond to Mr. C. E. Lensberg is the Glens Falls Indemnity Company whose agent is Bernard Bateman, Post Office Box 2, Hyssa, Oregon.

Project No. F-153 (6) was let to Tom Lillehe, Reedsport, Oregon, under our Contract No. 3007. This contract is for construction of a bridge only on the Salmon River Highway and was completed June 10, 1949. We have no knowledge of J. G. Compton Company performing any subcontract work for this job. The surety on this Contract 3007 is the Glens Falls Indemnity Company whose agent in this instance is Rogers Insurance Agency, Inc., Title and Trust Building, Portland 4.

If the above information does not meet your needs we might be better able to identify the contract if we could have the name of the job and its location.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ATLANTA CHICAGO FORT WORTH S CITY NEW YORK

SINCLAIR REFINING COMPANY

REFINERS OF PETROLEUM

906 GRAND AVENUE
KANSAS CITY 13. MO.

April 14, 1950

File: Wholesale Credit Pending

Oregon State Highway Department
Salem, Oregon

SUBJECT: J. C. Compton Company
McMinnville, Oregon

Projects- Oregon Project No. S 48 (2) 3258
Oregon Project No. F - 153 (6) 3007 (bridge only)

Gentlemen:

We have been informed that the aforementioned company has been awarded the subject Oregon State Highway contracts.

It will be appreciated if you will confirm this fact and give us the name address of the surety company furnishing the bond.

For your convenience we are enclosing our postage paid business reply envelope.

Very truly yours,

SINCLAIR REFINING COMPANY

W. W. Barnes
Asst. Regional Credit Mgr.

WWB:RC

PRICES SUBJECT TO CHANGE WITHOUT NOTICE, ORDERS ACCEPTED CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS BY CARRIERS OR OTHER CAUSES BEYOND OUR CONTROL.

RECEIVED
APR 1 1950
FOR FILING

BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF COMMERCE
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

7-153 (6)

March 14, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-153 (6)
Salmon River Bridge on the Oregon
Coast Hwy. in Lincoln County

Dear Sir:

Enclosed for your files is an executed copy of the modification of project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encls.

...ject No. F-153(6) WASpr 7540

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 15, 1948, by the Oregon State Highway Commission and the Commissioner of Public Roads, the said parties entered into an agreement for the improvement of that certain highway described therein and designated as Oregon Federal Aid Project No. F-153(6); and

WHEREAS, the said Highway Department has requested approval of a revision of the estimate to provide that the Federal funds approved and set aside to the credit of the project be increased from $28,000.00 to $56,900.00 (without change in the estimated cost);

NOW, THEREFORE, it is hereby mutually agreed by and between the said Highway Department and the Commissioner that the estimate be revised in the manner above indicated and that said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty-six thousand, nine hundred and 00/100 dollars ($56,900.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added clause (b) to read:

"(b) Whenever in this contract or in any document made a part thereof the terms 'Public Roads Administration', 'Federal Works Agency', 'Federal Works Administrator', 'General Services Administration', or 'Administrator of General Services' appear, they shall include or have reference to 'Bureau of Public Roads' or the 'Department of Commerce' or the 'Secretary of Commerce', as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event

exceed the sum of fifty-six thousand, nine hundred and 00/100 dollars ($56,900.00), which does not exceed the authorized Federal pro rata share of one hundred five thousand, ninety and 70/100 dollars ($105,090.70), the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures on February 22, 1950.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

Attest _____
SECRETARY

RECOMMENDED FOR APPROVAL:

_____
STATE HIGHWAY ENGINEER

COMMISSIONER OF PUBLIC ROADS

By _____
Division Engineer
U.S. Bureau of Public Roads

Oregon Federal Aid Project No. F-153(6).

RECEIVED
APR 7 - 1950
FOR FILING

7-153 (6)

February 3, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for modified agreement and one copy of a program change statement for the Salmon River Bridge, Project No. F-153 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 31, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) | Postwar Federal Aid Primary Highway Program (Previous Program) | (Date of Approval)

COUNTY Lincoln | FA or FAS Route No. FA-2

	Item No.	Project No.	Termini	Project Cost: Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	33	F-153 (6)	Salmon River at Otis	Survey-Plans					2-lane Bridge
				Right-of-Way					
				Construction	105,091	28,000	77,091		
				Total	105,091	28,000	77,091	.049	
Requested Revision	33	F-156 (6)	Same	Survey-Plans					
				Right-of-Way					
				Construction	105,091	56,900	48,190		
				Total	105,091	56,900	48,190	.049	2-lane Bridge

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Increase Federal funds to represent more nearly permissible prorata amount.

Recommended for approval _____ District Engineer _____ (date)

Recommended: _____ Division Engineer _____ (date)

Approved: _____ Acting Commissioner _____ (date)

P-3868

Oregon State Highway Department — Federal Aid Project No. F-153 (6)

[illegible] BRIDGE ON THE

[illegible] COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, January 16, 1950

Type Code X031

Bridge (Sta. 397+50 to 400+10)

All Required		Shoring, Cribbing, Etc.		$ 2,700.00
260	cu. yds.	Structural Excavation	$ 4.00	1,040.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
920	lin. ft.	Furnish Steel Piling	4.50	4,140.00
32	emly	Drive Piles	46.00	1,472.00
340	cu. yds.	Class "A" Concrete	58.00	19,720.00
57,000	lbs.	Metal Reinforcement	0.095	5,415.00
40,000	lbs.	Structural Carbon Steel	0.20	8,000.00
190,000	lbs.	Structural Low Alloy Steel	0.20	38,000.00
535	lin. ft.	Metal Handrail	10.00	5,350.00
All Required		Remove Old Bridge and Maintain Traffic		9,500.00
			Subtotal	$ 95,537.00
			10% Engr. & Cont.	9,553.70
			Total	$105,090.70
		Length	.049 mile	

Federal Aid Funds - $ 56,900.00
State Funds - 48,190.70

$105,090.70

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939
State Funds for Maintenance: Chap. 529, Laws 1939

RECEIVED
JUL 11 1949
FOR FILING

7-153(6)

3007

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 8, 1949

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	10341	3007	9-final	Tom Lillebo	9,074.93	353742	ok eo F.Q.
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

Mr. Glaisyer:

Our records show acceptance and time extension without penalty.

aaw

NOTED
H. L. GLAISYER

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Approved H B Glaisyer
Secretary F.Q.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED

Mr. Glaisyer,
I also signed a number of lists so that they could go in the mail this P.M. 7-8-49

NOTED
H. B. GLAISYER

RECEIVED
JUN 20 1949
FOR FILING

7-153(6)

3007

June 20, 1949

Glens Falls Indemnity Company
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No.3007, covering the Salmon River Bridge on the Oregon Coast Highway in Lincoln County, has been completed by the contractor, Tom Lillebo, and that final payment in the amount of $9,074.93 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $88,237.76, of which amount $126.64 represents force account items. This contract was completed on June 10,1949 but has not as yet been accepted by the Highway Commission.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

el

cc: Rodgers Insurance Agency,Inc.
Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

6-20-49 JS

RECEIVED
DEC 31 1948
FOR FILING

7153 (6)

3007

December 31, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 30, 1948, had under discussion your request for an extension of time of 90 days, from March 31 to June 30, 1949, within which to complete your contract No. 3007 covering the Salmon River Bridge on the Oregon Coast Highway, in Lincoln County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: F. D. Eason,
Division Engineer

W. A. Reeves

NOTED ON CARD
12-31-48

RECEIVED
DEC 8 1949
FOR FILING

7153 (6)
3007

December 2, 1949

Request for extension of time
No. 4
December 20 and 21 meeting

State Highway Commission
Salem, Oregon

Gentlemen:

Re: Time Extension on Salmon River Bridge
Contract No. 3007

Herewith a request for an extension of time in which to complete the work on the Salmon River Bridge on the Oregon Coast Highway in Lincoln County, Tom Lillebo, contractor.

The contract for this project specified that the structure be complete on or before March 31, 1949. The order for the structural steel was placed with Poole, McGonigle & Blair of Portland immediately after the award of contract. Poole, McGonigle & Blair now advise Mr. Lillebo that the steel has not yet been shipped from the East and that they will require at least 60 days to fabricate the material after its arrival. Our contractor has made every effort to complete the work on time, and it is through no fault of his that completion cannot be anticipated by the completion date.

In view of this, it is recommended that the extension to and including June 30, 1949 be granted without penalty to the contractor. The concurrence of the Public Roads Administration is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
CS Pigott
cc E. B. Glatzmyer
R. H. Baldock
W. C. Williams
G. S. Paterson
W. A. Reeves

RECEIVED
FEB 1 1949
FOR FILING

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

F-153(6)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

October 15, 1948

P. O. BOX 2869
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy of an agreement for Oregon Project F-153(6), Salmon River Bridge on the Oregon Coast Highway.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Canfield
L. J. Canfield
Principal Highway Engineer

Encls.

RECEIVED
OCT 18 1948
OREGON
STATE HIGHWAY COMMISSION

Form PR-2 (Revised 1946)

WA8pr 7540

State [redacted]

Federal Aid [redacted] Project No. [redacted]

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of October, 19[redacted], by and between [redacted], constituting for the purpose hereof, the Highway Department of the State of [redacted] hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 855), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [redacted] day of [redacted], 19[redacted], a project statement, which was approved on the [redacted] day of [redacted], 19[redacted], for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the [redacted] day of [redacted], 19[redacted]; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of [redacted] dollars ($[redacted]) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11279-2

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1929; Chapter 329, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 397+50 in the NW 1/4 and 600+10 in the NW 1/4, all in Section 29, T. 6 S., R. 10 W., W.M., without exception,

, length 0.[illegible] miles, in Lincoln County, being Oregon Federal Aid project No. F-157(6), consisting of [illegible] bridge[illegible] of more than 20 feet clear span, 0.[illegible] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 173, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1929.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 537+50 in the NW 1/4 and 608+10 in the NW 1/4, all in Section 29, T. 6 S., R. 10 W., W.M., without exception,

, length 0.80 miles, in Lincoln County, being Oregon Federal Aid project No. F-153(6), consisting of [redacted] bridge[redacted] of more than 20 feet clear span, [redacted] of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of _____ [redacted] dollars ($ [redacted]), which does not exceed the authorized Federal pro rata share of _____ [redacted] dollars ($ [redacted]), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to _____ [redacted] (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of _____ [redacted] (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: _____ (Include reference to statute authorizing funds and probable amount annually available) [redacted]

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

16—11878-4

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [redacted]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

[redacted]

By [signature]

[redacted] (Title of officer)

By [signature]

[redacted]

By [signature]

[redacted] (Title of officer)

By _____

_____ (Title of officer)

By _____

_____ (Title of officer)

RECOMMENDED FOR APPROVAL:

[signature]
Assistant STATE HIGHWAY ENGINEER

Attest [signature]
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By [signature]
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11270-2

RECEIVED
OCT 15 1948
OREGON DISTRICT

RECEIVED
FEB 4 1949
FOR FILING

F-153(6)

August 20, 1948

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate on basis for project agreement for the Salmon River Bridge, Project No. F-153 (6).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW/ks

Encl.

Oregon State Highway Department — Federal Aid Project No. F-153 (6)

SALMON RIVER BRIDGE ON THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 3, 1948

Bridge (Sta. 597+50 to 600+10)

All Required		Shoring, Cribbing, Etc.		$ 2,700.00
260	cu. yds.	Structural Excavation	$ 4.00	1,040.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
950	lin. ft.	Furnish Steel Piling	4.90	4,140.00
32	only	Drive Piles	46.00	1,472.00
340	cu. yds.	Class "A" Concrete	58.00	19,720.00
57,000	lbs.	Metal Reinforcement	0.095	5,415.00
40,000	lbs.	Structural Carbon Steel	0.20	8,000.00
190,000	lbs.	Structural Low Alloy Steel	0.20	38,000.00
535	lin. ft.	Metal Handrail	10.00	5,350.00
All Required		Remove Old Bridge and Maintain Traffic		2,500.00
			Subtotal	$ 95,537.00
			10% Engr. & Cont.	9,553.70
			Total	$105,090.70
		Length	.049 mile	

Federal Aid Funds - - -

Oregon State Highway Department — Federal Aid Project No. F-153 (6)

SALMON RIVER BRIDGE ON THE OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 31, 1948

Bridge (Sta. 397+50 to 400+10)

All Required		Shoring, Cribbing, Etc.		$ 7,500.00
260	cu. yds.	Structural Excavation	$ 5.00	1,300.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
920	lin. ft.	Furnish Steel Piling	4.00	3,680.00
32	only	Drive Piles	60.00	1,920.00
340	cu. yds.	Class "A" Concrete	60.00	20,400.00
57,000	lbs.	Metal Reinforcement	0.11	6,270.00
40,000	lbs.	Structural Carbon Steel	0.18	7,200.00
190,000	lbs.	Structural Low Alloy Steel	0.19	36,100.00
535	lin. ft.	Metal Handrail	10.00	5,350.00
All Required		Remove Old Bridge and Maintain Traffic		6,000.00
			Subtotal	$ 95,920.00
			10% Engr. & Cont.	9,592.00
			Total	$105,512.00
		Length	.049 mile	

Federal Aid Funds	$ 28,000.00
State Funds	77,512.00
	$105,512.00

February 19, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate for the Salmon River Bridge, Project No. F-153 (6).

Six bid proposals and six sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWWigs

Encl.

Oregon State Highway Department Federal Aid Project No. F-153 (6)

SALMON RIVER BRIDGE ON THE
OREGON COAST HIGHWAY IN LINCOLN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 18, 1948

Bridge (Sta. 597+50 to 602+10)

All Required		Shoring, Cribbing, Etc.		$ 7,500.00
260	cu. yds.	Structural Excavation	$ 5.00	1,300.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
920	lin. ft.	Furnish Steel Piling	4.00	3,680.00
32	only	Drive Piles	50.00	1,600.00
340	cu. yds.	Class "A" Concrete	60.00	20,400.00
57,000	lbs.	Metal Reinforcement	0.10	5,700.00
197,000	lbs.	Structural Steel	0.19	37,430.00
535	lin. ft.	Metal Handrail	10.00	5,350.00
All Required		Remove Old Bridge and Maintain Traffic		6,000.00
			Subtotal	$89,160.00
			10% Engr. & Cont.	8,916.00
			Total	$98,076.00

Length .049 mile

Federal Aid Funds- - - -

Oregon State Highway Department

Federal Aid Project
No. F-133 (6)

SALMON RIVER BRIDGE NO. 2 ON THE
SILVER FALLS HIGHWAY NO. 1 NEAR SILVER FALLS

(Estimate to accompany plans and specifications. Not as basis for project agreement)

Salem, Oregon, January 14, 1948

Bridge (Sta. 397+50 to 400+10)

All Required		Shoring, Cribbing, etc.			$ 7,500.00
960	cu. yds.	Structural Excavation		$ 5.00	1,500.00
20	cu. yds.	Structural Excavation below Elevation Shown		10.00	200.00
980	lin. ft.	Turkish Steel Piling		4.00	3,600.00
32	only	Drive Piles		50.00	1,600.00
340	cu. yds.	Class "A" Concrete		60.00	20,400.00
37,000	lbs.	Metal Reinforcement		0.10	3,700.00
197,000	lbs.	Structural Steel		0.19	37,430.00
535	lin. ft.	Metal Handrail		10.00	5,350.00
All Required		Remove Old Bridge and Maintain Traffic			6,000.00
			Subtotal		$89,280.00
			10% Engr. & Cont.		8,916.00
			Total		$98,196.00

Length .049 mile

Federal Aid Funds	$ 78,000.00
State Funds	20,196.00
	$98,196.00

3800

RAINY RIVER BRIDGE

PROJECT NO. F-153 (6)

All necessary rights of way have been acquired for this project.

R. H. RAINOW
State Highway Engineer

By

S. H. Probst
Office Engineer

January 14, 1948

RECEIVED
JUN 28 1948
FOR FILING

F-153(1)
3007

April 27, 1948

Mr. Tom Lillebo
Reedsport
Oregon

Dear Mr. Lillebo:

Confirming my telegram to you of yesterday, the State Highway Commission yesterday awarded to you the contract for construction of a bridge over Salmon River on the Coast (South Highway, in Lincoln County. This award was based on your low bid of $95,537 submitted on April 26, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

SH
Enc.

cc - Mr. R. G. Smith
Mr. S. H. Prebert
Mr. C. K. Parsons
Goldie Lentz

Mr. L. B. White, Asst. Commissioner
Industrial Accident Commission
Salem

confirm

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

INTERNATIONAL SERVICE

Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 26, 1948
4:45 p.m.

Mr. Tom Lilleba
Readsport, Oregon

State Highway Commission awarded you today contract for construction of bridge over Salmon River on Oregon Coast Highway in Lincoln County based on your low bid submitted April 20, 1948. Contract forms follow shortly.

E. B. Glaisyer, Secretary
Oregon State Highway Commission

cx
Charge
Salem, Oregon

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
MAY 20 1948
FOR FILING

F-153(1)

May 19, 1948

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of contract No. 3007 which was awarded to you on April 26, 1948, by the State Highway Commission covering the Salmon River Bridge on the Oregon Coast Highway in Lincoln County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours,

Secretary

OREGON STATE HIGHWAY COMMISSION

ew

RECEIVED
APR 30 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT

F-153(6)

#3007

April 26, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We hereby concur today in award of contract on Oregon Federal Aid Project No. F-153(6), Salmon River Bridge, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 27 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 25 1948
FOR FILING

Const
Project
Bridges

F-153(4)

3007

February 20, 1948

Oregon State Highway Commission

Gentlemen:

Bids were received on the Salmon River bridge at the last Commission meeting and the matter was referred to the Engineer with authority to award to the low bidder, Tower Sales and Erecting Company and Walker and Kenworthy.

Just prior to the time of the Commission meeting, we received a request from the Public Roads administration to make certain changes in the structural steel design for this project. These changes required the addition of approximately 18,000 pounds of structural steel. There was not sufficient time to get out revised plans prior to the opening of bids; therefore, the recommendation was made that the award be held until the low bidders could be contacted and it could be ascertained whether or not they would accept the award at their unit bid under the revised plans.

Please be advised that we have conferred with the low bidders and have received the attached letters from them. It appears that they will not accept the job on the revised plan at their unit bid. I therefore recommend the rejection of this bid and, unless advised to the contrary, will readvertise the project at the March 15 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:EM
Encl.

FILED
FEB 19 1948
FOR FILING

Const
Prospect
Bridge
Salmon River Bridge

February 17, 1948

Mr. Mike Schroeder
Otis
Oregon

Dear Mr. Schroeder:

In reply to your letter of February 16 I must advise that the State Highway Commission does not know at this writing who is to build the bridge over the Salmon River at Otis.

Bids for this project were received by the Commission at its meeting on February 3, 1948. Tower Sales and Erecting Company and Walder and Kenworthy, Portland, submitted the low bid in the amount of $82,505. This bid was satisfactory to the Highway Commission, but the award of the contract was held up pending satisfactory conclusion of some construction details.

It does not appear at this writing that the contract will be awarded to this company, and the probability is that the bids received on February 3 will all be rejected and the project re-advertised for new bids, perhaps at the meeting of the Commission which is scheduled to be held on March 15 and 16.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ec 2/18

Otis Ore
Feb 16-48

Dear Sir
Would you please
give me the name of
the contractor that is going
to build the Otis bridge

Thanking you
Yours truly
mike Schroder
Otis. Ore

ANSWERED
A. B. GLASYER

RECEIVED
FEB 17 1948
OREGON
STATE HIGHWAY COMMISSION

...5 1948

...FOR FILING

Const
Project
Bridge

Salem, Oregon
February 16, 1948

Mr. J. M. Devers

Attention: Earl F. Saling

I return to you herewith, for further handling, two fully executed copies of our easement with Fred Affalter, et al, for the Stiff Bridge. This is a gratis easement for a detour road for the construction of the Salmon River Bridge.

Very truly yours

Secretary

cc
Encls. 2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 16, 1948

SUBJECT: Salmon River Bridge

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Bids were taken on the Salmon River Bridge at the last Commission meeting, and the matter was referred to the Engineer with authority to award to the low bidder, Tower Sales and Erecting Company and Walder and Kenworthy.

Just prior to the time of the Commission meeting, we received a request from the Public Roads Administration to make certain changes in the structural steel design for this project. These changes resulted in the addition of approximately 18,000 pounds of structural steel. There was not time to get out revised plans prior to the opening of bids. We therefore held the award until the low bidder could be contacted and it could be ascertained whether he would accept the project at his unit bid under the revised plans.

We have conferred with the low bidders and have the attached letters from them. It appears that they will not accept the job on the revised plans at their unit bid. We would therefore recommend that we reject this low bid and re-advertise the project at the March 15 meeting of the Highway Commission.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
Attached

TOWER SALES & ERECTING CO.

6100 N. E. Columbia Boulevard
Portland 11, Oregon

C
O
P
Y

February 11, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. G. S. Paxson
Bridge Engineer

Dear Mr. Paxson:

Replying to your letter of February 10th, I wish to confirm the fact that our sub-contractor, the Gunderson Bros. Engineering Corp., was not willing to accept the changes in the steel bridge, on the Salmon River project, as set forth in your letter. Therefore, we wish to advise that we will not be able to accept this project at the unit price as set forth on our steel bid.

I am writing this letter as you requested so as to keep your records clear in the matter. I am also enclosing an exact copy of a letter received from Gunderson Bros. Engineering Corp. today with their explanation why they are unable to accept this job.

Yours very truly,

TOWER SALES & ERECTING CO.
and
WALDER & KENWORTHI

By C. H. Fisher (sgd.)

C. H. Fisher

CHF/mm
Enc.

GUNDERSON BROS. ENGINEERING CORPORATION

4700 Northwest Front Avenue
Portland 8, Oregon

C
O
P
Y

February 10, 1948

Tower Sales & Erecting Co.
6100 N. E. Columbia Blvd.
Portland 11, Oregon

Attention: Mr. C. H. Fisher
Subject: Salmon River Bridge

Gentlemen:

When our company first submitted the bid on the Salmon River Bridge in Lincoln County, we would have been able to obtained the required amount of steel in our April allotment. Since the receipt of your bridge order, the Oregon State Highway Commission has changed the sizes and tonnage required for this bridge. We received this notice after bids were submitted.

The increased tonnage is over and above our allotment of steel and we would therefore be unable to deliver the bridge within the time originally specified. In order to meet the specified delivery date we would have to purchase the steel on open market at a much higher price and would therefore require an adjustment in unit price of steel.

We understand that under a Federal bid letting that this is impossible after a bid has been opened. We are therefore returning your purchase order #2342. We understand that this birdge will then be readvertised at a future date and at that time we would be very happy to bid with you again on the revised structure.

Thank you for your cooperation.

Very truly yours,

GUNDERSON BROS. ENGINEERING CORP.

/s/ H. J. Sundt

H. J. Sundt
Sales Engineer

HJS/dh

CR FILING

Coast
Projects
Bridges

January 29, 1948

Mr. T. M. Davis, District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Salmon River Bridge on Oregon
Coast Highway in Lincoln County

The Salmon River Bridge, which is being advertised at the Commission meeting on February 3, is on the present line of the Oregon Coast Highway. Some years ago, a reconnaissance was made of this section of the Coast, and one of the reconnaissance lines crosses Salmon River some distance downstream from the existing bridge. This reconnaissance line has never been approved as a location, nor are there any plans for any major change of alignment in this section which would affect the use of the bridge which we now propose to build. In our opinion it will be many years before any change is made here which would leave the proposed Salmon River Bridge off of the permanent alignment.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

WCW:CM
cc G. S. Paulsen

PAGE .DA
Feb 2, 1948
14

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 27, 1948

File No. 14327

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

Attached for the signatures of the Commission are two copies of our Easement with Fred Affalter, et al, for the Otis Bridge, which is scheduled to be contracted February 2 or 3, 1948. This is a gratis easement for a detour road for the construction of the new bridge. This settlement will be included in the Right of Way Resolution for February 2 or 3.

Yours very truly,

J. M. DEVERS

By Earl F. Saling

EARL F. SALING

EFS/bdr
Enc.

RECEIVED
FEB 25 1948
FOR FILING

E-153(6)

February 19, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate for the Salmon River Bridge, Project No. F-153 (6).

Six bid proposals and six sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWW:gs

Encl.

RECEIVED
FEB 20
FOR FILING

F-153(6)

SALMON RIVER BRIDGE

ON THE OREGON COAST HIGHWAY

IN LINCOLN COUNTY

PROJECT NO. F-153 (6)

Salmon River Bridge No. 961-A — Bids Received February 3, 1948

All Specified	Shoring, Cribbing, etc.		$ 7,500.00
260 cu. yds.	Structural Excavation	$ 5.00	1,300.00
20 cu. yds.	Structural Excavation Below Elevations Shown	10.00	200.00
920 lin. ft.	Steel Piling	4.00	3,680.00
32 only	Drive Piles	50.00	1,600.00
340 cu. yds.	Class "A" Concrete	60.00	20,400.00
57,000 lbs.	Metal Reinforcement	0.10	5,700.00
177,000 lbs.	Structural steel	0.19	33,630.00
535 lin. ft.	Metal rail	10.00	5,350.00
All Specified	Remove Old Bridge, etc.		6,000.00
	For Comparison of Bids		$85,360.00

RECEIVED
MAR 3 1948
FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

F-153(6)

January 19, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-153(6), Salmon River Bridge Section of the Oregon Coast Highway, have today been recommended for approval with the understanding that all changes required by the Division Engineer will be made before bids are opened. This is to authorize your advertising for bids.

Very truly yours,

T. M. DAVIS
District Engineer.

By: H A Stoddart
H. A. Stoddart
Sr. Highway Engineer.

RECEIVED
JAN 21 1948
OREGON
STATE HIGHWAY COMMISSION

S-40(2) Little Pudding River Bridge, 1948
Salem-Silverton Hwy.
#3008

RECEIVED
DEC 13 1949
FOR FILING

S-40(2)

November 1, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the final voucher for Oregon Project No. S-40(2), Middle Grove - Pudding River Section of the Silverton Road, it is noted that excerpts of the minutes of the Highway Commission meeting extending the time on contract No. 3008 were not enclosed.

Please send them to us at your earliest convenience.

Very truly yours,

T. M. DAVIS
District Engineer

FOR FILING

EXCERPT FROM MINUTES OF MEETING ON DECEMBER 20, 1948

OF THE OREGON STATE HIGHWAY COMMISSION

Geo. E. Berry, Contract No. 3008 for construction of a bridge over Little Pudding River on the Salem-Silverton County Road, in Marion County, requested an extension of time of 15 days, from November 30 to December 15, 1948, within which to complete this job. Mr. Berry alleged that his failure to complete the project within the specified time limit was due to high water in the Columbia River which held up for three weeks delivery of piling required for the work. The Engineer advised that this contract was completed, with the exception of cleaning up the debris at the site and removal of equipment, before the contract completion date expired. He further stated that Mr. Berry's allegation that there were three weeks' delay in delivery of piling because of flood conditions is correct. He recommended, in view of the circumstances, that the extension of time requested be granted without penalty. A letter was presented from the Public Roads Administration concurring therein. The Commission approved the recommendation unanimously.

RECEIVED
JAN 10 1949
FOR FILING

S. 40 (2)

3200

January 7, 1949

Aetna Casualty & Surety Co.
Hartford 15
Connecticut

Gentlemen:

This to advise you that State Highway Contract No. 3006 covering Little Pudding River Bridge on the Salem-Silverton Highway, in Marion County, has been completed by the contractor, George E. Berry, and that final payment in the amount of $1,163.47 will be made on or after January 17, 1949.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $14,540.04, and that no force account work was performed on the project. This contract was completed on December 3 and accepted by the Commission on December 20, 1948.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Bates, Lively & Pearson
Ioan Building
Portland 4, Oregon

NOTED ON CARD

1-7-49 gl

RECEIVED
DEC 31
FOR FILING

8-40(2)
3008

December 31, 1948

Mr. George E. Berry
Route 2, Box 109
Beaverton, Oregon

Dear Sir:

The State Highway Commission, at its meeting on December 20, 1948, had under discussion your request for an extension of time of 15 days, from November 30, 1948 to December 15, 1948, within which to complete your contract No. 3008, for bridge work on the Little Pudding River on the Salem-Silverton Highway, in Marion County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rm

cc - Mr. F.D. Mason
Mr. W. A. Reeves

NOTED ON CARD
12-31-48 gf

RECEIVED
DEC - 8 1948
FOR FILING

1-40 (c)

3008

December 3, 1948

Request for extension of time
No. 3
December 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Little Pudding River Bridge Widening
on Salem-Silverton Highway,
Contract No. 3008

Herewith copy of a request for extension of time in which to complete the work on the Little Pudding River Bridge Widening in Marion County, George A. Emery, contractor.

The work was complete, with the exception of cleaning up of debris at the site and removal of equipment, before the contract completion date of November 30. The contractor was delayed approximately three weeks awaiting delivery of piling which came from the plants affected by the flood. In view of these circumstances, we are recommending that the extension be granted without penalty.

A copy of the concurrence of the Public Roads Administration to this recommendation is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
RFP:gh
cc H. B. Gilmyer
R. H. Baldock
W. C. Williams
C. S. Freeman
W. A. Reeves

RECEIVED
JUN 28 1948
FOR FILING
5 - 40(2)
3008

AGENDA
MAY 24 1948

April 27, 1948

Mr. George L. Berry
Box 105
Beaverton, Oregon

Dear Mr. Berry:

Confirming my telegram to you of April 26, the State Highway Commission yesterday awarded to you the contract for widening the Little Pudding River Bridge on the Salem-Silverton Federal Aid Secondary Highway, in Marion County. Said award was based on your low bid of $14,925 submitted on April 20, 1948.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

SC
Enc.

cc - Mr. E. G. Smith
Mr. H. E. Probert
Mr. C. S. Pennon
Goldie Lewis

Mr. L. E. White, Asst. Commissioner
Industrial Accident Commission
S a l e m

confirmation

SYC

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

1906

JOSEPH L. EGAN, PRESIDENT7

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

April 26, 1948
4:45 p.m.

Mr. George E. Berry
Box 105
Beaverton, Oregon

State Highway Commission awarded you today contract for widening Little Pudding River Bridge on Salem-Silverton Highway in Marion County based on your low bid submitted April 20, 1948. Contract forms follow shortly.

E. B. Glaisyer, Secretary
Oregon State Highway Commission

3009

cr
Charge
Salem, Oregon

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $3 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

RECEIVED
MAY 18 1948
FOR FILING

1 3.40(2)

May 18, 1948

Mr. George E. Berry
Rte.2, Box 109
Beaverton
Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 1008 which was awarded to you on April 26, 1948 by the State Highway Commission, covering the Little Pudding River Bridge on the Salem-Silverton Highway, in Marion County. This copy is for your record and files.

An executed copy of the above contract is also being mailed to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
APR 30 1948
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. Box
PORTLAND 8, OREGON

OREGON DISTRICT
S-40(2)
#3008

April 26, 1948.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We hereby concur today in award of contract on Oregon Federal Aid Secondary Project No. S-40(2), Little Pudding River Bridge, to George E. Berry, Beaverton, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer.

RECEIVED
APR 27 1948
OREGON
STATE HIGHWAY COMMISSION

224-1032 Willamette River Bridge 1948
Independence, Oregon.
#3009

RECEIVED
DEC 11 1951
FOR FILING

224-1132
.069

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 5, 1951

SUBJECT:

To: R. H. Baldock
State Highway Engineer
O f f i c e

NOTED
State Highway Engineer

Polk County, under the terms of an agreement dated April 27, 1948, are to pay 25 per cent of the estimated cost ($949,690.00) of the Willamette River Bridge at Independence. This amounted to $236,672.50, which is to be paid in twelve annual installments of $19,722.70, by assignment from their share of the October apportionment of certain Highway revenues to counties.

Final construction costs being only $869,251.34 reduced Polk County's share to $217,312.84. It is my understanding that the agreement is not to be revised by reason of the lowered actual construction costs. The effect will be that the twelfth and final payment will be reduced to $363.14.

Four installments of $19,722.70 have been made to date leaving a balance due of $138,422.04, which will be paid over the next eight years.

C. H. Maison

C. H. Maison, Manager
Accounting Division

CHM:pf

FORM S-30 3M 3-51 47100

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 3, 1951

SUBJECT:

To: R. H. Baldock
State Highway Engineer
O f f i c e

The cost for construction of the Willamette River Bridge at Independence was $869,251.34. The terms of the agreement dated April 27, 1948, called for Marion County to reimburse the Oregon State Highway Department for 25% of the construction costs which amounted to $217,312.84.

In September 1949 we received payment in the amount of $118,336.25 on the construction costs to that date, leaving a balance due us of $98,976.59 which we received on November 26, 1951.

C. H. Maison

C. H. Maison, Manager
Accounting Division

CHM:pf

RECEIVED
ACCOUNTING DIVISION

REFERRED TO
MAISON.
By State Highway Engineer

File - for your information - would you please advise how Polk County stands.
H

RECEIVED
NOV 26 1951
FOR FILING

Salem, Oregon
November 23, 1951

Mr. R. H. Baldock
State Highway Engineer
D e p a r t m e n t

Dear Mr. Baldock:

We have today received from the Marion County Clerk Warrant No. 91780 in the sum of $98,976.[illegible] which they state is the final project cost of the Willamette River Bridge at Independence.

Very truly yours

Secretary

FAQ:ml
cc - Mr. G. S. Paxson
Mr. John W. Cattrall

RECEIVED
NOV 26 1951
FOR FILING

224-10324
3009

November 15, 1951

County Court of Polk County
Dallas, Oregon

Gentlemen:

The Willamette River Bridge at Independence has been completed as of July 13, 1951, having been delayed nearly 1½ years due to the non-delivery of steel. I can report, however, that the contractor, Macco Corporation, did a commendable job, and trust that all construction features were carried out in accordance with the agreement between your Court and the State Highway Commission.

Attached hereto is the statement of final construction cost amounting to $969,251.34. This final cost is approximately $77,400 less than the project authorization of $946,650 referred to in the supplemental agreement of April 27, 1946.

With the current assignment of $19,722.70 from Polk County's share of the October distribution of motor vehicle fees, your County will have paid four installments, or a total of $78,890.80 on the bridge debt. Polk County's share of the final cost is $217,312.84, leaving an unpaid balance of $138,422.04.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attach.

LEP:gs

cc P. M. Stephensen

OREGON STATE HIGHWAY COMMISSION

FINAL CONSTRUCTION COST OF INDEPENDENCE BRIDGE

Contract No. 3009. Contractor - Macco Corporation

Contract Items:

Shoring, cribbing, etc.	100%	All	$160,000.00	$160,000.00
Structural excavation	3,659.77	cu.yds.	2.50	9,149.43
Test piles	100%	All	2,000.00	2,000.00
Furnish untreated piling	18,892.34	lin.ft.	0.35	6,612.32
Furnish treated piling	10,733	lin.ft.	1.00	10,733.00
Drive trestle piles	145	each	100.00	14,500.00
Drive foundation piles	598	each	50.00	29,900.00
Class "A" concrete in pier	1,592.82	cu.yds.	65.00	103,468.30
Class "A" concrete in deck, etc.	1,630.36	cu.yds.	63.00	102,712.68
Metal reinforcement	534,060	lbs.	0.10	53,406.00
Structural carbon steel	486,730	lbs.	0.16	77,876.80
Structural low alloy steel	888,713	lbs.	0.17	151,081.21
Place trestle approach beams bents 3 to 25	100%	All	15,000.00	15,000.00
Metal handrail	4,444.65	lin.ft.	10.00	44,446.50
Treated lumber	47,549	M-FBM	260.00	12,362.74
Navigation lights	100%	All	2,000.00	2,000.00
Telltales	100%	All	500.00	500.00
P.A. #2 Riprap stream bank	1,188	cu.yds.	5.71	6,783.48
P.A. #3 Drain pipe brackets	82	each	0.75	61.50
P.A. #4 Alter deck forms	100%	All	415.65	415.65
P.A. #5 Cement adjustment	-115.44	bbl.	2.95	-340.55
Excess engineering charges				-3,204.63
Total payments to contractor				$799,464.43
Cost of steel beams furnished by State				16,509.74
Excess cost of paint above unit price sold to contractor				443.48
Temporary field office used during construction (Prorated Amount)				540.00
Construction engineering expense				35,661.92
Survey and design expense				16,631.77
Total project cost				$869,251.34

RECEIVED
OCT 29 1951
FOR FILING

224-1032

3009

October 23, 1951

County Court of Marion County
Salem
Oregon

Gentlemen:

The Willamette River Bridge at Independence has been completed as of July 13, 1951, having been delayed nearly 1½ years due to nondelivery of steel. I can report, however, that the contractor, Macco Corporation, did a commendable job, and trust that all construction features were carried out in accordance with the agreement between your Court and the State Highway Commission.

Attached hereto is the Department's Invoice No. 21562 in amount of $98,976.59, being the balance due on Marion County's cooperative share of $217,312.84, being 25 per cent of the total project cost of $869,251.34. The first payment was made in September, 1949, in the amount of $118,336.25. The final cost is approximately $77,400 less than the amount of the project authorization of $946,690 referred to in the Supplemental Agreement of April 27, 1948.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LEP:tp

Encl.

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

County of Marion

Salem, Oregon

Invoice No. 21562

Date Oct. 22, 1951

Your Req. No. OR 5279(Revised)

Billing Request No.

Credit distribution: 22h-1032-297 (Comm.)

Cooperation by Marion County in the construction of the Willamette River Bridge at Independence, per Agreement of April 27, 1948. Contract completed July 13, 1951.

Final project cost as per attached statement		$869,251.34
Marion County share - 25 per cent	$ 217,312.84	
Paid by County in September, 1949	118,336.25	
Balance due		98,976.59

State Printing Dept. 48578

21562

OREGON STATE HIGHWAY COMMISSION

FINAL CONSTRUCTION COST OF INDEPENDENCE BRIDGE

Contract No. 3009. Contractor - Macco Corporation

Contract Items:

Shoring, cribbing, etc.	100%	All	$160,000.00	$160,000.00
Structural excavation	3,659.77	cu.yds.	2.50	9,149.43
Test piles	100%	All	2,000.00	2,000.00
Furnish untreated piling	18,892.34	lin.ft.	0.35	6,612.32
Furnish treated piling	10,733	lin.ft.	1.00	10,733.00
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Drive foundation piles	598	each	50.00	29,900.00
Class "A" concrete in pier	1,592.82	cu.yds.	65.00	103,468.30
Class "A" concrete in deck, etc.	1,630.36	cu.yds.	63.00	102,712.68
Metal reinforcement	534,060	lbs.	0.10	53,406.00
Structural carbon steel	486,730	lbs.	0.16	77,876.80
Structural low alloy steel	888,713	lbs.	0.17	151,081.21
Place trestle approach beams bents 3 to 25	100%	All	15,000.00	15,000.00
Metal handrail	4,444.65	lin.ft.	10.00	44,446.50
Treated lumber	47,549	M-FBM	260.00	12,362.74
Navigation lights	100%	All	2,000.00	2,000.00
Telltales	100%	All	500.00	500.00
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P.A. #3 Drain pipe brackets	82	each	0.75	61.50
P.A. #4 Alter deck forms	100%	All	415.65	415.65
P.A. #5 Cement adjustment	-115.44	bbl.	2.95	-340.55
Excess engineering charges				-3,204.63
Total payments to contractor				$799,464.43
Cost of steel beams furnished by State				16,509.74
Excess cost of paint above unit price sold to contractor				443.48
Temporary field office used during construction (Prorated Amount)				540.00
Construction engineering expense				35,661.92
Survey and design expense				16,631.77
Total project cost				$869,251.34

RECEIVED
SEP 5 1951
FOR FILING

224-1032

3009

September 4, 1951

Bacco Corporation
11409 South Paramount Blvd.
Clearwater
California

Gentlemen:

The State Highway Commission, at its meeting held on August 20, 1951, had under discussion your request for an extension of time of 225 days, from November 30, 1950 to July 13, 1951, within which to complete your contract No. 3009 covering construction of bridge over Willamette River at Independence, Marion and Polk Counties.

The Highway Commission granted your request for this time extension subject to the assessment of all engineering costs incurred subsequent to August 31, 1950 as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. B. Eason,
Division Engineer

L. L. Jensen,
Resident Engineer

O. S. Paxson,
Bridge Engineer

NOTED ON CARD
1-4-52 gl

RECEIVED
AUG 29 1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION
(date)
Aug. 27, 1951

224-1032
(CONTRACT NO.) 3009

(EST. NO.) 27-final

(CONTRACTOR) Mason Corporation

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14413	B-22432	$ 73,700.54	Aug. 27, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1949

Time Extensions: Extended to July 13, 1951 with penalty

Completion Date: July 13, 1951

Date Accepted: Aug. 3, 1951

Penalties: Time extension penalty subject to assessment of all engineering costs incurred subsequent to 8-31-50.

Claims: None of record

Remarks:

Our Final Est. V as shown
this assessment deducted
in sum of 3,204.63
as

Date: 8-28-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 28 1951

NOTED ON CARD
8-28-51

RECEIVED
AUG 8 1951
FOR FILING

224-1032

3009

August 2, 1951

Subject: Request for extension of time
No. 1
Agmt. 30 and 31, contract

Public Highway Commission

Gentlemen:

Re: Independence Bridge over Willamette River
Contract No. 3009
Linn County

Lewis contractor's request for a third extension of time
from December 31, 1950 to July 15, 1951, covering the completion of
the work on the Independence Bridge.

The first time extension on this project was granted on
the recommendation of Resident Engineer Lewis, and was granted
until July 15, 1951, and was granted
until December 31, 1950, provided the contractor
diligently to work each and every day (excepting cause
beyond his control) between the date of
was not ready for use by that time and the second time extension
granted on the recommendation of Resident Engineer Lewis, contingent the
commencement of engineering work thereon subsequent to August 31, 1951,
on per the original time extension. This second extension obtained
the time to December 31, 1950 but the job was not completed until
July 15, 1951.

We would recommend that this third extension be and hereby
is, July 15, 1951, be granted subject to the assessment against the
contractor for all engineering costs during the time extension. This
is a state project and does not require concurrence of the Bureau of
Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
Copy

RECEIVED
JUL 31 1951
FOR FILING

224 - 1032

3009

July 27, 1951

Fidelity & Deposit Co. of Maryland
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 3009 covering construction of the Willamette River at Independence, Marion and Polk Counties, was completed by the contractor, Massee Corporation, on July 13, 1951 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $73,700.54 will be made to the contractor after acceptance by the Commission. The total contract amount is $799,464.43, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fidelity and Deposit Co.
Clarence D. Porter, Manager
Failing Bldg.
Portland 4, Oregon

NOTED ON CARD
7-27-51 gl

RECEIVED
OCT 25 1950
FOR FILING

24 102
3011

October 20, 1950

5349

Mr. Raymond Crowder, Jr.
Secretary
Chamber of Commerce
Independence, Oregon

Dear Mr. Crowder:

This is in reply to your letter concerning the completion of the Independence Bridge, which we received on October 9. I wish to apologize for the delay in answering, but we have engaged in negotiations with the contractor looking toward speeding up the progress of the work.

A schedule has been laid out for the remainder of the work on this structure which would permit the opening of the bridge to traffic approximately November 15. This schedule was made out about 15 days ago, and so far the contractor has met the schedule exactly. We hope that he can continue this progress.

We realize the inconvenience which the delay in completion of the bridge has caused, and assure you we are doing everything in our power to get the job done as soon as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

[illegible]
cc H. A. Somes

ASSIGNMENT

...t. 11, 1950 No. 5349
By

Description: Letter from Raymond Crowder, Jr., Sec'y, Independence Chamber of Commerce, asking expediting of completion of bridge

Acknowledged by _____ Referred to _PAXSON_____

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xx Please prepare for ____R. H. R._____ signature

Assignment executed 10-24-50 Report received _____

Remarks:

INDEPENDENCE
CHAMBER OF COMMERCE
Independence, Oregon
The Hop Center of the World

NOTED:
G.S.PAXSON

R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

The Independence Chamber of Commerce this week passed a resolution asking that you use every effort to expedite the completion of the Independence bridge across the Willamette.

Since the Independence ferry must be kept in operation until the bridge is completed, it costs hundreds of dollars in operating expenses and depreciation each month that the span is not ready for travel.

Despite the fact that the extension of the contract has expired, the present sub-contractor has shown little inclination to speed the work along, until this week when the size of the crew was increased and the tempo of the work given a similar boost.

We understand that your office had something to do with this, and we express our appreciation.

We ask that you continue this close supervision on the construction of this vital link between the two counties in order that traffic of this area may enjoy its convenience with the least possible delay.

Very truly yours

Raymond Crowder, Jr.
Secretary

RECEIVED
OCT 11 1950
STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
OCT 19 1950
FOR FILING

224-1032

3009

October 17, 1950

Macco Corporation
11409 South Paramount Blvd.
Clearwater
California

Gentlemen:

The State Highway Commission, at its meeting on September 26, 1950, had under discussion your request for an extension of time of 91 days, from September 1 to November 30, 1950, within which to complete your contract No. 3009 covering construction of Willamette River Bridge at Independence, in Marion and Polk Counties.

The Highway Commission granted your request for an extension of time with the provision that all engineering costs are to be assessed as penalty from September 1, 1950 to the date of the completion of the contract. I was also instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: R. H. Baldock,
Division Engineer

L. L. Jensen,
Resident Engineer

H. A. Reeves

NOTED ON CARD
10-17-50 gf

RECEIVED
OCT 18 1950
FOR FILING

File

24-1032

3009

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 9, 1950

SUBJECT:

NOTED
State Highway Engineer

To:

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Mr. A. D. Rhodes, construction engineer for the Macco Corporation, has been on the Independence Bridge for the last week and has given me the attached schedule of concrete placing in order to complete this job. You will note that the last deck pour is scheduled for November 14 and the last sidewalk pour on November 17. If this schedule is met, we should be able to open this bridge by December 5.

This schedule is made up without allowance for delay due to weather, and in forecasting the date of opening some leaway should be allowed. I would suggest that, if you contemplate any announcement at this time, you make the opening date December 15.

Mr. Rhodes will remain on this job until Friday, at which time a Mr. Sutherland from the Macco Corporation will be on the job and will remain until completed.

Very truly yours,

G. S. Paxson
Bridge Engineer

Attached

COPY

Ken Ward
Const. Co.

INDEPENDENCE BRIDGE

Concrete Placing Schedule

DATE	DECK POURS #	Location	SIDEWALK Pours	HANDRAIL E.End	HANDRAIL W. End
Oct. 5	# 1	Span 3		Placed to	Placed to
6	2	E. Pier 1		Bent 7	Mid Span 8
9					
10					
11	3	Span 4	#2		
12			1		
13	4	Span 1		Bent 11	Mid Span 7
16			3		
17					
18			4		
19					
20	5	Span 2		Bent 15	E.Side Pier 7
23					
24			5		
25					
26	6	Pier 6			
27	7	Pier 5		Bent 19	W.End Pour 6
30					
31					
Nov. 1	8	W. Pier 1	6 & 7		
2				Bent 23	
3					
6					
7	9	Pier 4	8		
8					
9					
10	10	Pier 2	9	Pier 1	W.End Pour 7
13					
14	11	Pier 3			
15			10		
16					
17			11	E.End Pour 10	Mid Span 4
20					
21					
22					
23				E.End Pour 11	E. Side Pier 4
24					
27					
28					
29					
30					
Dec. 1				Mid Span 3	Mid Span 3

RECEIVED
OCT 3 1950
FOR FILING

224-1-72

3.7

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

NOTED
State Highway Engineer
1950 SEP 27 PM 4 27

OB230 LH421

L=LLY407 PD=TDL PARAMOUNT CALIF 27 400P=

R H BALDOCK=

STATE HIGHWAY ENGINEER OREGON STATE HIGHWAY COMMISSION

SALEM ORG=

JOHN SAWYER GENERAL SUPERINTENDENT OF OUR CONSTRUCTION DIVISION IS ENROUTE FROM SEATTLE TO LOS ANGELES BX AIR PLANE STOP HE WILL COMMUNICATE WITH YOU IN REGARD TO THE INDEPENDENCE BRIDGE ON HIS ARRIVAL HERE=

MACCO CORP F E CORWALL=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
SEP 27 1950
FOR FILING

224-1052

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM [X] SERIAL
DAY LETTER NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate
FULL RATE DEFERRED
CODE NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

[redacted], CALIF.
[redacted], 1950

[redacted]
[redacted]
[redacted], CALIFORNIA

[redacted]

[redacted]

[redacted]

cc: Mr. Baldock

[redacted]

RECEIVED
SEP 28 1950
FOR FILING

224-102.2
3009

September 26, 1950

Request for Extension of Time
No. 9
September 25 and 26 Hearing

State Highway Commission

Gentlemen:

Re: Independence Bridge over Willamette River, Contract No. 3009

Attached hereto is a copy of a request from the Hoon Corporation, contractor for the Independence Bridge over the Willamette River, they are requesting a time extension from September 1, 1950 to December 30, 1950 in order to complete the work on their contract.

The completion date specified in the original contract was December 31, 1949. This matter came before you at your meeting of December 10, 1949, upon an application by the company for a time extension of one year to and including December 31, 1950. At that time you granted them an extension of time as follows: " . . . to and including August 31, 1950, without penalty, provided the structure can be placed in use on such date, but all engineering costs incurred subsequent to that date to be assessed as penalty."

The project is proceeding under the last extension granted on December 10, 1949. The only effect of the present application would be to allow you to reconsider your former decision directing that engineering costs be assessed against the contractor for all work after August 31, 1950. All structural steel was ready for this project shortly after January 1, 1950, and the fact that the contractor elected not to start work until July 1 because of conditions not which might have been incurred because of the steps of the plans does not seem valid reason for cancelling the penalty assessed against him.

This project will not be completed until almost a year after the contract completion date, and the steel and the foundations have been finished for use of the structure for that period. I would not recommend that you change the terms of the original time extension.

Very truly yours,

GSP:gh
cc Sam Hall
G. S. Paxson

R. H. Baldock
State Highway Engineer

Attached

RECEIVED
AUG 8 1950
FOR FILING

24-1032
Eng

August 7, 1950

Rhone Corporation
14409 So. Paramount Boulevard
Paramount, California

Gentlemen:

Reference is made to your letter of August 1, requesting an extension of time in the amount of 30 days for the completion of the Independence Bridge over the Willamette River.

The previous extension granted on this project extended to and including August 31, 1950. You were informed of this action by the Commission in their letter of December 29, 1949. It does not appear to us that this project can possibly be finished by September 30, which would be the additional 30 days you have requested. At the present rate of progress, we would estimate that the last of the concrete deck and sidewalks would not be in place until October 1 and that it would be at least October 20 before the structure could be opened to traffic. After the completion of the deck, there will be surface finish of the concrete, painting of the steel, and cleaning up of the site. It would appear that November 30, or an extension of 90 days, would be more in order.

In the Commission's letter to you of December 29, you were advised that the extension of time was to and including August 31, 1950 without penalty, but that all engineering costs incurred by the State subsequent to that date are to be assessed against your company. Our recommendation to the Commission on your extension of time will conform to this previous action of the Commission. I am attaching hereto copies of a form used in making application for extension of time. Please fill out the side of this form noted as for the contractor's use, obtain the consent of your surety, and return to this office so that it may be submitted to the Highway Commission for their action.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Attached

GEP:gh
cc C. E. Rhone

August 7, 1950

Marion County Court
Courthouse
Salem, Oregon

Gentlemen:

The work on the Independence Bridge is now progressing at a reasonable rate of speed. It is anticipated that the structure may be ready for traffic early in October.

Under the terms of the agreement covering this project, your county was to construct the necessary approach fill, surface and oiling at the end of the structure. In order that the project may be ready for use, it will be desirable if you would make your plans for the approach embankment and surfacing so that they will be ready by that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:gm
cc C. S. Pearson

August 7, 1950

Polk County Court
Courthouse
Dallas, Oregon

Gentlemen:

The work on the Independence bridge is now progressing at a reasonable rate of speed. It is anticipated that the structure may be ready for traffic early in October.

Under the terms of the agreement covering this project, your county was to construct the necessary approach fill, surface and oiling at the end of the structure. In order that the project may be ready for use, it will be advisable if you would make your plans for the approach embankment and surfacing so that they will be ready by that time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GHP:gm
cc C. S. Penner

RECEIVED
FOR FILING

224-1032

CABLE ADDRESS
MOORSHIP
3009

Moore Dry Dock Company

STRUCTURAL STEEL DIVISION

STRUCTURAL STEEL BUILDINGS · BRIDGES · BOILERS · TANKS · PIPE AND ALL STEEL PLATE CONSTRUCTION · SHIP BUILDING · MARINE REPAIRS · LIGHT AND HEAVY FORGINGS ROLLER MILL MANUFACTURE AND REPAIR · MACHINERY · GENERAL ENGINEERING

SAN FRANCISCO OFFICE
804 BALFOUR BLDG.
PHONE EXbrook 2-5248

MAIN OFFICE AND PLANT
FOOT OF ADELINE STREET · OAKLAND 4, CALIFORNIA · PHONE HIGATE 4-3919

June 15, 1950

Macco Corporation
14409 So. Paramount Blvd.
Paramount, California

Gentlemen: Attn: Mr. J. G. Rawhauser

IT IS UNDERSTOOD AND AGREED THAT WE WILL NOT BE LIABLE FOR DAMAGES OR DELAYS CAUSED BY STRIKES, ACCIDENTS, DELAY OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR NOT UNDER OUR CONTROL. IN THE EVENT OF DEFECTIVE WORKMANSHIP AND/OR MATERIAL, OUR LIABILITY SHALL BE LIMITED TO THE REPLACEMENT THEREOF AT OUR PLANT.

Re: Willamette Bridge - Job #8128

We herewith acknowledge receipt of your letter of June 2, 1950 and your enclosed copy of the letter from the Oregon State Highway Commission dated May 29, 1950, in which they are skeptical of our method of assembling and raising the girders for the above subject bridge.

As stated previously in our letter of June 2, 1950 to Macco Corporation we are confident of our method of erection and you may rest assured that we have given all serious consideration to this problem before choosing this procedure.

We are enclosing a copy of the above referred to letter.

Very truly yours,

MOORE DRY DOCK COMPANY

Victor R. Sandner, Mgr.
Structural Steel Division

VRS/es

Encl. (1)
cc: Oregon State Highway Commission

RECEIVED

NOTED
W. C. WILLIAMS

Copy to Patton

STEEL INSURES STRENGTH AND SECURITY

COPY

Moore Dry Dock Company

STRUCTURAL STEEL DIVISION

CABLE ADDRESS "MOORSHIP"

STRUCTURAL STEEL BUILDINGS · BRIDGES · BOILERS · TANKS · PIPE AND ALL STEEL PLATE CONSTRUCTION · SHIP BUILDING · MARINE REPAIRS · LIGHT AND HEAVY FORGINGS ROLLER MILL MANUFACTURE AND REPAIR · MACHINERY · GENERAL ENGINEERING

SAN FRANCISCO OFFICE
904 BALFOUR BLDG.
PHONE EXbrook 2-5240

FOOT OF ADELINE STREET · MAIN OFFICE AND PLANT · OAKLAND 4, CALIFORNIA · PHONE HIGATE 4-3919

June 2, 1950

Macco Corporation
14409 South Paramount Boulevard
Paramount, California

Re: Willamette River Bridge

Gentlemen:

IT IS UNDERSTOOD AND AGREED THAT WE WILL NOT BE LIABLE FOR DAMAGES OR DELAYS CAUSED BY STRIKES, ACCIDENTS, DELAY OF CARRIERS AND OTHER DELAYS UNAVOIDABLE OR NOT UNDER OUR CONTROL. IN THE EVENT OF DEFECTIVE WORKMANSHIP AND/OR MATERIAL, OUR LIABILITY SHALL BE LIMITED TO THE REPLACEMENT THEREOF AT OUR PLANT.

In reference to your letter from the Oregon Highway Commission, May 29, 1950, regarding our proposed method of erecting the girders, please be advised that we have given serious thought as to the best way to raise these girders.

We believe that to assemble them on the ground, rivet the splices, and raise with two poles is the best. way. The poles will be 42 feet from either end, leaving 120 feet between poles.

In raising sections of girders and trusses it is a common practice to raise 115 feet with one pole. Sometimes it is necessary to stiffen the bottom chord on a light truss but girders up to 120 feet handle very well.

However, we shall check the girders very carefully before sending them up and, if there is any question of the safety of the girder, we will use timber or steel beams to stiffen where necessary.

Very truly yours,

MOORE DRY DOCK COMPANY

Victor R. Sandner, Mgr.
Structural Steel Div.

WJK/cs

Copy to Paxson

STEEL INSURES STRENGTH AND SECURITY

COPY

RECEIVED
JUN 19 1950
FOR FILING

Phones { NEVADA 6-1281
METCALF 3-1121
LONG BEACH 2-1243

MACCO CORPORATION

14400 SO. PARAMOUNT BLVD.
PARAMOUNT, CALIFORNIA

224-1032
3009

June 6, 1950

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock, State Highway Engineer

Copy sent to Mr. Patson

Re: Willamette River Bridge
Independence, Oregon

Dear Sir:

Enclosed is a copy of a letter from our subcontractor, Moore Dry Dock Company, in answer to your letter of May 29th questioning their proposed method of erecting the steel girders.

Very truly yours,

MACCO CORPORATION

J. G. Rawhauser

J. G. Rawhauser, Chief Engineer
Construction Division

JGR:ml
encl

cc - D. W. Shupp
J. M. Sawyer

RECEIVED
JUN 19 1950
STATE HIGHWAY COMMISSION

MACCO

MOORE DRY DOCK COMPANY
STRUCTURAL STEEL DIVISION

Main Office and Plant

Foot of Adeline Street - Oakland 4, California - Phone Higate 4-3919

June 2, 1950

Macco Corporation
14409 South Paramount Boulevard
Paramount, California

Re: Willamette River Bridge

Gentlemen:

In reference to your letter from the Oregon Highway Commission, May 29, 1950, regarding our proposed method of erecting the girders, please be advised that we have given serious thought as to the best way to raise these girders.

Copy sent to Mr. Papson

We believe that to assemble them on the ground, rivet the splices, and raise with two poles is the best way. The poles will be 42 feet from either end, leaving 120 feet between poles.

In raising sections of girders and trusses it is a common practice to raise 115 feet with one pole. Sometimes it is necessary to stiffen the bottom chord on a light truss, but girders up to 120 feet handle very well.

However, we shall check the girders very carefully before sending them up and, if there is any question of the safety of the girder, we will use timber or steel beams to stiffen where necessary.

Very truly yours,

MOORE DRY DOCK COMPANY

/s/
Victor R. Sandner, Mfg.
Structural Steel Div.

WJK/cs

COPY

RECEIVED
JUN 1 1950
FOR FILING

224-1032

3009

May 18, 1950

[redacted]

[redacted]

We note that your subcontractor for the work consists of the installation bridge is completing the pilings on the three old bridges to roll them onto barges and haul them into place at the piers. The length of the sections which they propose to remove is approximately 600 feet. It seems to us that, without the proper underwater working, this length is too long for safe overhang. These pilings are not rigid in the transverse direction until the intermediate bracing between the two pilings is in place, and there is a definite possibility that they might buckle during overhang, in which case it would be necessary to redemonstrate a considerable portion of the pilings.

The responsibility for the safe erection of these pilings lies with you, and we hesitate to dictate any particular method of operation. We do, however, very much recommend with the view of completion of the operations, and should any of these pilings require redriving, the project might be delayed for another considerable period. The delays that have already occurred on this project have been costly to both the owner and the Bridge, and we would not like you to risk this by method of operation and excess yardage that there be no chance of failure.

Very truly yours,

R. H. Wilson
State Highway Engineer

[illegible]

cc R. E. Young
L. L. Simon
F. B. Leach

Moore Dry Dock Company
Foot of Adeline Street
Oakland 6, California

RECEIVED
MAY 24 1950
FOR FILING

14-1032
3009

May 22, 1950

5303

Ben West Construction Co.
5120 S. E. Hilwaukie
Portland 2, Oregon

Gentlemen:

Reference is made to your letter of May 18 concerning your employment of Mr. Starr to place and furnish the concrete on the Independence Bridge.

If and when you are awarded the subcontract for this work by the Hoeco Corporation, we will have no objection to your employing Mr. Starr provided he is competent to do the work. We have had no personal experience with Mr. Starr. All work to be done on the project will, of course, comply with the specifications for the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

CHP:gm

cc G. S. Paxson

ASSIGNMENT

No. 5203
By

...22, 1950

...scription: Letter of May 18 by Lee Ward Construction Co. ...king for permission to employ Mr. A. H. Starr, concrete con... ...tractor, on Independence Bridge project

Acknowledged by _____ Referred to Fenton

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for Mr. Baldwin's signature

Assignment executed _____ Report received _____

Remarks:

5-23-50 hi

KEN WARD CONSTRUCTION CO.

NOTED
G.S.PAXSON

5120 S. E. MILWAUKIE • PORTLAND 2, OREGON • FILMORE 5305

May 18, 1950

Oregon State Highway Dept.
Salem, Oregon

Attn: Mr.R.H.Baldock,State Highway Engr.

Gentlemen:

As you know, the Macco Corporation is awarding us a contract to complete the handrails and concrete deck slabs on the Independence Bridge over the Willamette River.

As a result of recent discussions with Mr. A.H.Starr, a local concrete contractor, we should like to ask your permission to employ Mr. Starr's organization for the concrete placing and finishing work on this project.

The points in favor of this arrangement are:

1. A.H.Starr is a member of the AGC and, we understand, has prequalified for Oregon State Highway work.

2. He has the necessary power equipment.

3. He has an excellent organization, and his employment would materially lessen our labor procurement problem on this job.

4. He would follow exactly the procedure we have set up for the work, and would be at all times directly under our supervision.

Mr. Starr is placing concrete for us on the Markham School at Portland, for which we hold the general contract. We can recommend him very highly, and sincerely hope that our request to use him on the Independence Bridge may meet with your approval.

Yours very truly,
KEN WARD CONSTRUCTION CO.
by E. Kenneth Ward
E.Kenneth Ward

RECEIVED
STATE [illegible]

REFERRED TO
Paxson
By State Highway Engineer
Gloria Jonfare cmarm

RECEIVED
MAY [illegible] 1950
STATE HIGHWAY COMMISSION

RECEIVED
MAY 17 1950
FOR FILING
COPY

24-1032

3004

File

COPY

Address reply to
The District Engineer

NPPGP-3

CORPS OF ENGINEERS, U. S. ARMY
Office of the District Engineer
Portland, Oregon District
628 Pittock Block
Portland 5, Oregon

Refer to file
No. NPP 800.6(Will.R.-Bridges)-1

May 12, 1950

Oregon State Highway Commission,
Salem,
Oregon.

Attention: Mr. R. H. Baldock, State Highway Engineer.

Gentlemen:

Reference is made to your letter of April 13, 1950, requesting an extension of time for completing construction of a bridge across Willamette River at Independence, Oregon.

Condition 3 of the instrument of approval of the location and plans of the bridge, signed by the Acting Chief of Engineers, and by direction of the Under Secretary of the Army, on May 23, 1947, fixed the time for completing construction of the bridge at May 23, 1950.

This is to certify that the Chief of Engineers and Assistant Secretary of the Army extended the time for completing construction to May 23, 1951, all other conditions of the original instrument of approval remaining unchanged.

Very truly yours,

/s/ D. S. Burns

D. S. Burns,
Colonel, Corps of Engineers,
District Engineer.

Original signed by R. H. B. 5-17-50

RECEIVED
MAY 31 1950
FOR FILING

Phones { NEVADA 6-1261
METCALF 3-1121
LONG BEACH 2-1243

224-1032

3009

MACCO CORPORATION

14400 So. PARAMOUNT BLVD.
PARAMOUNT, CALIFORNIA

May 1, 1950

Copy made for Mr. Parson

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams,
Asst. State Highway Engineer

NOTED
W. C. WILLIAMS

Gentlemen:

We wish to acknowledge receipt of your letter of April 26th attaching thereto an order passed by the County Court of Marion County with reference to the construction bridge at the east end of the Independence Bridge.

We wish to advise that the aforementioned order is satisfactory to us and, at the completion of the work, they can purchase the bridge in its then condition.

Very truly yours,

MACCO CORPORATION

By _____
W. B. von KleinSmid,
Vice President & Secretary

WBvonK:bg

cc - John Sawyer

RECEIVED
MAY 4 1950
OREGON
STATE HIGHWAY COMMISSION

MACCO

RECEIVED
APR 28 1950
FOR FILING

224-103-2

3-7

19 1/2

April 26, 1950

[illegible]

[illegible]

Attention of Mr. V. S. von Kleinsmid

Gentlemen:

Attached hereto is an order, passed by the County Court of Marion County, with reference to the taking over of the construction bridge at the east end of the Independence Bridge. I think you will find this in accordance with your letter of recent date.

Very truly yours,

S. H. Hadsell
State Highway Engineer

By

T. C. Williams
Assistant State Highway Engineer

Attached
COPY
as C. H. Pearson
Marion County Court

ASSIGNMENT No. 1820
By JT

Description: Letter 4-17-50 from Judge Murphy about ocean bridge
re P/W for Independence bridge

Acknowledged by _____ Referred to PARSON

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for Williams signature

Assignment executed _____ Report received 4-27-50 hi

Remarks: This appears O.K.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

E. L. ROGERS
Commissioner

GRANT MURPHY
County Judge

ROY J. RICE
Commissioner

Telephone 3-4420

MARION COUNTY, OREGON
COURT HOUSE
Salem, Oregon

April 17,1950

Mr. W. C. Williams
Asst. State Highway Eng.
Oregon State Highway Commission
Salem,Oregon

Dear Mr. Williams:

I am enclosing herewith a Court Order which has the effect of taking over the ownership of the access bridge across the slough on the right-of-way for the Independence Bridge between Marion and Polk County.

We believe that this will comply in every respect to the conditions set forth in the letter of April 5th from the Macco Corporation to Mr. Paxson of your Bridge Department.

We are suggesting that you pass along this Court Order to the Macco Corporation, together with whatever comment you may think appropriate.

Very sincerely yours,

Grant Murphy

Grant Murphy
County Judge

NOTED
W. C. WILLIAMS

GM:jd
Enc.

RECEIVED
APR 24 1950
STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
APR 19 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 14 1950
FOR FILING

224-1632

209

File

April 13, 1950

The District Engineer
Corps of Engineers
U. S. Army
620 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Willamette River Bridge at Independence
Your File NPP 800.6 (Will.R.--Bridges)-1.16

Under date of May 23, 1947, the Oregon State Highway Department was issued a permit for the construction of a bridge across the Willamette River at Independence, Oregon. The completion of this work has been delayed because of shortage of structural steel and cannot be completed within the time limit of May 3, 1950, as set up in the permit. It is anticipated that the structure will be completed during the year of 1950. We respectfully ask that an extension of time for the completion of the project be granted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CEP:gp
cc U. S. Parsons

Letter of April 12 by Army Engrs. in Mr. Parsons file

RECEIVED
APR 12 1950
FOR FILING

324-032
3007

April 11, 1950

Mrs. D. E. Clifton
Route 1
Sheridan, Oregon

Dear Mrs. Clifton:

Mrs. Lois P. Myers of the Oregon Journal has referred to this office your inquiry relative to "cement pillars" on the Willamette River near Independence.

The objects referred to are new bridge piers, on which will be constructed, this summer, a new steel bridge spanning the Willamette River, on the South River Road between Salem and Independence. The piers were constructed during the low-water period last year, and during the low-water period this year fabrication of the steel spans will begin.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mrs. Lois P. Myers
The Oregon Journal
Portland, Oregon

Oregon Journal
PORTLAND 7, OREGON

April 5, 1945

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am asked about cement pillars , apparently left from a former bridge across the Willamette near Indendence. My correspondent wants to know whether these [redacted] "monuments" are relics of an old bridge, being torn down or the begnnings of a new bridge across the highway. Can you relieve the anxiety of this correspondent? I will be glad to publish your reply in the column- or you may write direct to Mrs. D. E. Clifton, Rt. 1, Sheridan, Oregon, earning the gratitude of

Mrs. Lois P. Myers,

The Journal, Portland, Oregon.

RECEIVED
APR 11 1945

NOTED
W. C. WILLIAMS

RECEIVED
APR 12 1950
FOR FILING

224-1032

3009

April 10, 1950

Marion County Court
Courthouse
Salem, Oregon

Gentlemen:

We have submitted to the Bureau Supervising Contractors on the project, your request that the construction bridge alongside the east approach to the Independence Bridge over the Willamette River be left in place. I am attaching herein a copy of their reply. Will you please advise whether this procedure is satisfactory.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

cc C. H. Purvine

RECEIVED
APR 10 1950
FOR FILING
MEDFORD 6-1261
PENDLETON 1
LONG BEACH 218-43

MACCO CORPORATION

14400 SO. PARAMOUNT BLVD.
PARAMOUNT, CALIFORNIA

24-1032
3009

April 5, 1950

NOTE -
W. C. WILLIAMS
original of this
to Mercer Ltr

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. G. S. Paxson,
Bridge Engineer

Gentlemen:

In reply to your letter of March 23, 1950 relative to the construction bridge across the slough at the east end of the Independence Bridge, we wish to advise that we have taken this matter up with our attorneys.

They advise us that there have been court cases wherein it has been found that governmental bodies do not have the power to hold other people harmless and they suggest that at the termination of our contract, we sell the bridge to Marion County or to the State Highway Commission for a nominal purchase price of, say, $1.00, and that we should have in our files at that time a copy of the resolution of the board acquiring the bridge, authorizing the purchase.

Will you please check with the Marion County Court and see if this suggestion is agreeable.

Very truly yours,

MACCO CORPORATION

By _____
W. E. von Kleinsmid,
Vice President & Secretary

WEvonK:bg

cc - J. M. Sawyer
Ben Shupp

COPY

RECEIVED
MAR
FOR FILING

GRANT MURPHY
County Judge

ROY J. RICE
Commissioner

Telephone 3-4420

224-1032

3009

MARION COUNTY, OREGON
COURT HOUSE
Salem, Oregon

March 17,1950

Mr. W. C. Williams
Asst. State Highway Engineer
Oregon State Highway Commission
State Office Building
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Reference to your letter of December 29th, in which you state Mr. Paulus asked you to negotiate with the Macco Corporation to the end, that the construction bridge across the slough that runs underneath the east approach to the river bridge, be left in place for public use after they have completed the construction of the river bridge.

We believe that this bridge will serve the purpose as an access bridge, to do any repair work that may be necessary along the bridge and if the Macco Corporation will leave the bridge intact, that we will hold them harmless from any liability whatsoever that may arise in any way from this bridge, after they have completed the project and turned the bridge over to the county.

Grant Murphy
Judge

Roy J. Rice
County Commissioner

E. L. Rogers
County Commissioner

GM:jd

RECEIVED
MAR 20 1950
FOR FILING

224-1032
3009

March 15, 1950

1756

Moore Corporation
11609 S. Paramount Boulevard
Paramount, California

Gentlemen:

We have a copy of the letter from the Moore Dry Dock Company to you dated March 7, in which they say they do not plan on shipping steel until the last of April.

Regardless of any advice which they may have concerning the possibility of a railroad strike, there can be no assurance that the strike will not take place. If this job were delayed by reason of a prolonged railroad strike, we do not see how we could possibly explain the noncompletion of the structure to the Independence people. As you well know, this project should have been completed last year, and certainly we can take no chances of further delay from any cause whatsoever. We must insist that the schedule of steel shipments be such that delivery of this steel is assured before the strike can possibly be called.

Under date of March 8, we wrote you concerning the starting date on other work on this project, and would appreciate advice from you as soon as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc S. E. Paxson

March 13, 1950 ASSIGNMENT No. 1756

By _____

Description: Copy of letter from Moore Dry Dock Company re their Job 8178 - Willamette River Bridge

Acknowledged by _____ Referred to ___ Engrg. ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ Signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed _____ Report received _____

Remarks: Why are they delaying shipment of steel? Should you write another letter? WCW

3-16-50 mc

MOORE DRY DOCK COMPANY

MAIN OFFICE AND PLANT

FOOT OF ADELINE STREET * OAKLAND 4, CALIFORNIA * PHONE HIGATE 4-3919

March 7, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Macco Corporation
14409 S. Paramount Blvd.
Paramount, California

Gentlemen: Attn: Mr. J. G. Rawhauser

Re: Our Job 8178 - Willamette River Bridge

We herewith acknowledge receipt of your letter of February 27 and enclosed copy of letter dated February 21 from Mr. W. C. Williams, Assistant State Highway Engineer, Oregon State Highway Commission, pertaining to the threatened railroad strike.

Weather and conditions at the site permitting, we plan to continue with the erecting of the steel work for the Independence Bridge in the last week of April. We therefore would start shipping the balance of the steel approximately 30 days from now. The 60-day extension of the cooling off period ends about the last week of April. We have contacted interested parties, and they sincerely believe there will be no strike.

For us to start shipping now would put us to an added expense of $3,000.00 to $4,000.00; also there is doubt of available storage space. We are planning to unload from cars to trucks and haul direct to the site.

We call your attention to the fact that all anchor bolts and base plates should be set and grouted before we start the setting of the remaining girders. This was not done prior to our setting steel last December. This was an additional expense to us in that in order to insert the anchor bolts, the reinforcing bars were in the way and could only be moved by using jacks as they were too heavy to bend by hand. This was extremely difficult due to having to work high up on the narrow pier ledges. Also it is quite expensive to line and level up the girders without the anchor bolts and plates being in place.

We now plan on riveting up the girders in one piece in the bottom of the river bed and hoisting same into place with two poles. This will eliminate the use of falsework as planned. Therefore, we should be allowed an adjustment on the $4,000.00 we allowed you for the furnishing of this falsework.

Hoping to hear from you in the near future, we are,

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/
Victor R. Sandner, Manager
Structural Steel Division

COPY

RECEIVED
MAR 13 1950

vrs/e

RECEIVED
MAR 10 1950
FOR FILING

224-1132

3009

March 8, 1950

Moore Corporation
11609 So. Paramount Boulevard
Paramount, California

Gentlemen:

Please advise when you intend to resume work on the Independence Bridge. The weather is now suitable for construction except that it probably is not advisable to put much falsework in the river for the next week or 10 days. You do, however, have some 18 panels of handrail to build on the east approach and I understand you propose to do this with the two sets of forms which you have built for handrail.

There are also four spans of deck and sidewalk which can be placed on the east approach and two 42-foot spans on the west approach.

This matter was discussed with Mr. von Kleinsmid last year and the importance of completing this project within the extension of time which we agreed to recommend was emphasized.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CHP:gm
cc C. S. Powers

RECEIVED
FEB 21 1950
FOR FILING

224-1032
3009

F-6

February 21, 1950

Moore Corporation
1409 So. Paramount Boulevard
Paramount, California

Gentlemen:

In view of the threatened railroad strike, we believe that the structural steel for the Independence Bridge should be shipped as soon as possible. We do not want to take any chance of this contract being again held up through transportation difficulties. I understand that the steel is completely fabricated and ready for shipment at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Parsons

RECEIVED
JAN 3 1950
FOR FILING

224-1032

3007

December 29, 1949

Moore Corporation
11409 South Paramount Blvd.
Clearwater, Calif.

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 365 days, from December 31, 1949 to December 31, 1950, within which to complete your contract No. 1009 covering the Independence Bridge over the Willamette River, Marion and Polk Counties.

The Commission granted you an extension of time to and including August 31, 1950 without penalty, provided the structure can be placed in use on that date, but all engineering costs incurred subsequent to that date are to be assessed as penalty. I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HHS:gl

cc: F. D. Keene,
Division Engineer

W. A. Reeves

NOTED ON CARD
12-29-49 GR

RECEIVED
JAN 3 1950
FOR FILING

224-1032

3009

1592

December 29, 1949

Marion County Court
Courthouse
Salem, Oregon

Gentlemen:

Some time ago we were approached by Mr. Paulus, who owns the land at the east end of the Independence Bridge. Mr. Paulus asked that we negotiate with the Macco Corporation to the end that the construction bridge, which they have built across the slough that runs underneath the east approach to the river bridge, be left in place for public use after they have completed the construction of the river bridge.

We have contacted the Macco Corporation and they are willing to leave the bridge in place under the condition that Marion County will furnish them with a letter taking over the bridge in its condition at the time Macco Corporation has completed their work and agreeing to hold them harmless from any liability whatsoever that may arise in any way from this bridge after they have completed the project and turned the bridge over to the county.

If Marion County wishes to go ahead with this arrangement, please furnish us with a letter addressed to the Macco Corporation, Paramount, California, along the lines indicated above, and we will advise the Macco Corporation that their offer is accepted and that the bridge is to be left in place.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GS:Pegs
cc C. S. Paulsen

ASSIGNMENT No. 151

DESCRIPTION: Letter Dec. 10, 19[illegible] from Macco Corporation to State Highway Commission re Willamette River Bridge, Independence, Oregon Contract No. 3009.

DATE: December 13, 1949 ASSIGNED TO: G. S. Paulsen

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- X☐ Return with drafted reply to County Court
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐Request Court to furnish letter, copy to Macco Corp., accepting conditions outlined.

REPORT RECEIVED:

REMARKS: 12-29-49 mc

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Phones { NEVADA 6-1261
METCALF 3-1121
LONG BEACH 2-1243

MACCO CORPORATION

14409 SO. PARAMOUNT BLVD.
PARAMOUNT, CALIFORNIA

December 10, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. R. H. Baldock,
State Highway Engineer

Re: Willamette River Bridge, Independence, Oregon
Contract No. 3009

Gentlemen:

Confirming our conversation relative to the temporary access bridge which is upstream from the Independence Bridge, we wish to advise that at the conclusion of the work we will leave the bridge in place rather than to remove it.

Of course, it is understood that we will not guarantee the condition of the bridge at that time, it being understood that we will not be required to perform any additional work to improve its condition and that the State of Oregon or whoever acquires said bridge will hold us harmless from any liability whatsoever that may arise in any way from this bridge after we have completed the project.

Very truly yours,

NOTED
W. C. WILLIAMS

MACCO CORPORATION

By W. B. von KleinSmid,
Vice President & Secretary

WBvonK:bg

cc - John Sawyer

RECEIVED
DEC 1 1949
STATE HIGHWAY COMMISSION

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DEC 13 1949
OREGON
STATE HIGHWAY COMMISSION

MACCO

RECEIVED
DEC 2 1949
FOR FILING

224-1032

3001

December 29, 1949

Request for Extension of Time
No. 11
December 19 and 20 meeting

State Highway Commission

Gentlemen:

Re: Independence Bridge over Willamette
River, Contract No. 3001
Hoose Corporation, Contractors

Herewith copy of a request from the contractors for an extension of time to complete the work on the Independence Bridge over the Willamette River. The contractors ask for an extension of 365 days, from December 31, 1949 to and including December 31, 1950. After conference with Mr. von Kleinsid, vice president of the Hoose Corporation, it was agreed that our recommendation for time extension would be to and including August 31, 1950 for the completion of the work sufficiently so that the structure could be placed in use on that date, without penalty to the contractors. Should there remain other work to complete the project after August 31, 1950, the engineering costs incurred subsequent to that time are to be assessed against the contractors.

The delay in completion of the work within the contract time is entirely attributable to the inability of the contractors to secure necessary structural steel. This matter has been thoroughly investigated, and we have been forced to the conclusion that the contractors themselves have done everything that could reasonably be expected of them to expedite this steel delivery. Attached hereto is a copy of a letter from Andrew Corrigan, manager of sales of the Columbia Steel Company, who furnished the fabricators with the steel for the project. This letter explains the delay in furnishing the material.

In view of the above it is recommended that the extension be granted to and including August 31, 1950 without penalty, provided the structure can be placed in use on that date, and that all engineering costs incurred subsequent to that date be assessed the contractors. This is a State Project and the concurrence of the Bureau of Public Roads in this recommendation is not required.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSPigm

RECEIVED
SEP 14 1949
FOR FILING

224-1032

3009

September 12, 1949

Reese Corporation
11409 South Paramount Boulevard
Paramount, California

Attention of Mr. W. H. von KleinSmid

Gentlemen:

Reference is made to your letter of August 19, 1949, in which you apply for extension of time in which to complete the Willamette River Bridge at Independence, Oregon, our Contract No. 3009.

We do not agree with your statements that no failure by you or your subcontractor is the cause of the delay in completion of the work, or that conditions materially differed from those which both parties understood would exist when the contract was entered into. This is the only contract in the past two years where such excessive delay has been occasioned by difficulty in obtaining structural steel. During this period we have had seven other contracts underway involving structural steel. These are as follows:

Name of Project	Contract Awarded	Steel Fabrication Complete	Tons	Fabricator
Little River	7/22/47	Dec. 1947	75	Poole, McConigle & Dick
Trask River	5/15/47	Dec. 1947	68	Poole, McConigle & Dick
Milton Overcrossing	5/ 1/47	June 1947	60	Schmitt Steel Co.
Sandy River*	12/31/47	Dec. 1948	220	Poole, McConigle & Dick
Adrian Undercrossing	1/16/48	July 1948	52	Cunderson Bros.
Salmon River*	4/26/48	Feb. 1949	165	Poole, McConigle & Dick
Mill Creek	8/10/48	June 1949	492	Poole, McConigle & Dick

* Alloy steel used

Structural steel was admittedly in short supply during this time, but you will note that other fabricators were able to meet their commitments. In awarding the contract to you, we assumed that you had arranged with reliable subcontractors for your materials. If they were not in position to supply this material within the time allowed, they should not have accepted the business.

A real damage has been done the State and the two counties participating in this project by the delay in completion. It is our present purpose to recommend to the Highway Commission that an extension be granted to and including August 31, 1950, subject to the reimbursement to the State by your company of engineering cost incurred subsequent to December 31, 1949, in accordance with Article 1.8.7 on Page 20 of the Specifications and Contract Agreement for Highway Bridge Construction, which is a part of this contract.

Attached hereto are three copies of the form used in applying for time extension. The contractor's side of this form should be filled in and returned to this office.

Very truly yours,

R. H. Baldock
State Highway Engineer

CCPrgd
cc: C. S. Thomas
Attached

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 2, 1949

SUBJECT: Independence Bridge

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Reference is made to the attached letter and application for an extension of time on the Independence Bridge.

I do not agree with the statement of the Macco Corporation that no failure on their part was the cause of the delay in the completion of the contract. I am inclined to think that the fault is not primarily with the Macco Corporation, but lies with their steel fabricating subcontractor, the Moore Dry Dock Company.

I have in my files a copy of the subcontract between the Macco Corporation and the Moore Dry Dock Company. This subcontract, in Article I, contains the following sentence: "Sub-contractor certifies that he is fully familiar with all of the terms, conditions and obligations of the prime contract, plans and specifications, the location of the job site, and the conditions under which the work is to be performed, and that he enters into this agreement of subcontract based upon his own investigation of all of such matters and is in no way relying upon any opinions or representatives of the Contractor."

The subcontract further provides, in Article VI, as follows: "The Sub-contractor will commence erection of the structural steel on or before April 1, 1949, provided the foundations for the structures are completed, and that all lines and levels, and all labor and material to be furnished by Contractor are furnished on such time and manner as not to delay the Sub-contractor, and provided further that the Sub-contractor is not delayed by lack of correct or complete data; by changes or revisions; by tardy approval of drawings; or by rolling mills, transportation, strikes, fires, floods, storms, or any other circumstance beyond the Sub-contractor's reasonable control. Should the work be delayed by any of the above causes, the Sub-contractor shall be given a reasonable extension of time for the completion of the work."

None of the causes listed above has been effective in delaying the work other than the alleged failure of the rolling mills to supply material to the Moore Dry Dock Company.

The Moore Dry Dock Company have repeatedly advised that they were unable to obtain delivery of structural steel. While, admittedly, structural steel was in short supply, other fabricators have not found it impossible to obtain, nor have our other projects been seriously delayed through steel shortage. During the period from May of 1947 to August of 1948, seven other projects involving structural steel were under contract by this department, and in no case was delivery held up for any such period as has been the case at Independence. These seven contracts are as follows:

Name of Project	Contract Awarded	Steel Fabrication Complete	Tons	Fabricator
Little River	7/22/47	Dec. 1947	75	Poole, McGonigle & Dick
Trask River	5/15/47	Dec. 1947	68	Poole, McGonigle & Dick
Milton Overcrossing	5/ 1/47	June 1947	60	Schmitt Steel Co.
Sandy River*	12/31/47	Dec. 1948	220	Poole, McGonigle & Dick
Adrian Undercrossing	1/16/48	July 1948	52	Gundersen Bros.
Salmon River*	4/26/48	Feb. 1949	165	Poole, McGonigle & Dick
Mill Creek	8/10/48	June 1949	492	Poole, McGonigle & Dick

* Alloy steel used

It seems to me that the Moore Dry Dock Company is seriously at fault in their performance under this contract, and if they were in such position as the record of delivery to them shows, they should not have undertaken the job in the first place. From conversation and correspondence with the Macco Corporation, I believe they have done everything that they can do to push the job along. In so far as work other than structural steel is concerned, steel erection could have been started early this spring.

Our last report from our steel inspectors shows that 99 per cent of the material has now been received from the rolling mill and that 25 per cent has been fabricated and is presumably ready for shipment. To date, however, only approximately 32 tons have been shipped.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
Attached
cc R. H. Baldock

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

FIDELITY AND SURETY BONDS

BURGLARY AND GLASS INSURANCE

CLARENCE D. PORTER
MILWAUKEE

900-1-2-3 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE
ATWATER 6441

August 24, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

Re: Application for extension of time to complete work - MACCO CORPORATION - Willamette River Bridge, Independence, Oregon - Contract No. 3009.

We enclose herewith application for extension of time to complete the above contract by the Macco Corporation, together with enclosures. Also attached is our consent to the extension applied for.

We trust you will find these papers in order.

Kindly acknowledge receipt direct to Macco Corporation.

Yours very truly,

Clarence D. Porter

Clarence D. Porter,
Manager.

CDP:jk
Enclosures.

cc: Mr. D. E. Gorton, Vice President,
Fidelity & Deposit Co. of Maryland
650 South Spring Street
Los Angeles 14, California.

RECEIVED
AUG 25 1949
OREGON
STATE HIGHWAY COMMISSION

TU 6-1261
VCALP 3-1121
LONG BEACH 2-1243

MACCO CORPORATION

14400 SO. PARAMOUNT BLVD.
PARAMOUNT, CALIFORNIA

August 19, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock,
State Highway Engineer

Re: Willamette River Bridge, Independence, Oregon
Contract No. 3009

Subject: Application for extension of time to complete work

Gentlemen:

Application is hereby made for an extension of time sufficient to complete the work under the above contract, without assessment of costs, for the following reasons:

Bids were opened on April 20, 1948 and the award was made on April 30, 1948.

At the time we submitted our bid the only firm quotation we had was from Moore Dry Dock Company. We had quotations from both Bethlehem Steel Company and Columbia Steel Company, which were not only basically higher than Moore Dry Dock Company's quotation, but carried escalator clauses as well, and neither of them would guarantee delivery at any specific time.

At the time of making our bid we understood that delivery of the steel could be made early in the spring of 1949. We therefore contemplated the construction of the piers during the 1948 season and the erection of the steel in the 1949 season. At a considerable extra expense for overtime amounting to thousands of dollars we successfully completed the piers during 1948 and could have placed the steel in the spring of 1949 if it had beenavailable. We understand from the letters from the State Highway Engineer of December 2, 1948 to Columbia Steel Company, and of December 24, 1948, January 28, 1949 and March 3, 1949 to us (copies of which are attached), that you had investigated the steel supply situation prior to the invitation for bids and reached a similar understanding, had contemplated a similar schedule of construction, and in reliance thereon had decided to proceed with this work.

We sublet the steel work under Schedule Items #12 and #13 promptly after the award, to Moore Dry Dock Company. You have been furnished with a copy of this subcontract, which is dated May 12, 1948. In Moore Dry Dock Company's letters to us of November 15, 1948, February 4, 1949, February 11, 1949,

...State Highway Commission
...ust 19, 1949

February 23, 1949, June 15, 1949 and August 16, 1949 (copies of which are attached), Moore Dry Dock Company advises what it has done in endeavoring to obtain the steel and the difficulties it has encountered under the steel allocation program.

It is evident that the work can not be completed on December 31, 1949 as specified in the contract, due to Moore Dry Dock Company's inability to obtain the steel as contemplated, and that the steel work will now have to be done during the 1950 season.

This delay was not the result of any neglect or failure on our part to properly prosecute the work or to obtain the necessary materials, but was entirely beyond our control. Moore Dry Dock Company likewise state that the delay is not due to any failure on their part. It now appears that both Macco Corporation and the State entered into the above contract for the construction of this bridge under a mutual mistake of fact as to the steel situation.

We therefore hereby apply for an extension of time without assessment of costs, sufficient to complete the work under the conditions as they have been found to exist. An extension of one year is necessary. If for any reason you deem that this application can not be granted under the provisions of the contract, then we respectfully request that the contract be reformed on account of the mutual mistake so as to either authorize the granting of this application or by changing the date of completion therein accordingly so as to make the contract possible of performance in the light of the unforeseen conditions that have been encountered which materially differed from those which both parties in good faith understood would exist and contracted in reliance thereon.

Very truly yours,

MACCO CORPORATION

By W. Brant Kleinsmid
W. B. von KleinSmid,
Vice President & Secretary

WBvonK:bg

Encls.

The undersigned, the surety for the contractor on the above project, hereby consents to the extension above applied for.

Dated August 24, 1949.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Clarence D. Porter
Attorney-in-Fact
Clarence D. Porter

MOORE DRY DOCK COMPANY

Main Office and Plant
Foot of Adeline Street - Oakland 4, Calif. - Phone Higate 4-3919

August 16, 1949

Macco Corporation
14409 So. Paramount Blvd.
Paramount, California

Gentlemen: Attn: Mr. W. B. von KleinSmid
Vice President and Secy.

Re: Our Job 8178 - Willamette River Bridge

In reply to your letter of August 5, we herewith outline the ordering and present status of receipt of materials from the Mills for the above-referred-to job:

MILL ORDER SHEET NO. 1, dated May 17, 1948
35 Tons - P.O. No. A58619, Columbia Steel, Pennsylvania

First scheduled for August 1948 rolling
Second promise to ship September 11, 1948
Third promise to ship October 9, 1948
27 Tons received September 24, 1948
5 Tons received October 15, 1948

MILL ORDER SHEET NO. 2, dated July 26, 1948
48 Tons - P. O. No. A60366, Columbia Steel, Geneva

First promise October 1948 rolling
Second promise to ship November 6, 1948
38 Tons received November 1948
7 Tons received November 16, 1948
2 Tons received December 1948

29 Tons - P. O. No. A61133, Columbia Steel, Geneva

First scheduled November 1948 rolling
7 Tons received January 1949
23 Tons received January 1949

15 Tons - P. O. No. A64611, Columbia Steel, Geneva

First scheduled for April 1949 rolling
Second revised to ship June 1949
15 Tons received July 1949

COPY

MILL ORDER SHEET NO. 3, dated July 26, 1948
80 Tons - P.O. No. A64640, Columbia Steel

First scheduled for April and June 1949 rollings
33 Tons received April 1949
20 Tons received June 1949
26 Tons received June 1949

47 Tons - P.O. No. A64788, Columbia Steel

First promise July 1949 rolling
Second promise to ship August 1949
*Third revised to ship August 16, 1949

*This tonnage is comprised of 8 x 6 x 3/4 chord angles vitally needed for fabrication of girders. As you note, these angles will not be received our Yard until approximately September 20, 1949.

MILL ORDER SHEET NOS. 4, 5, 6, dated July 26, 1948
216 Tons - P.O. No. A65008, Columbia Steel

First scheduled for earliest possible rolling
Second revised for tentative June 1949 rolling
22 Tons Received June 1949
33 Tons received July 1949
27 Tons received July 1949
74 Tons received July 1949
26 Tons received July 1949
6 Tons received August 1949

18 Tons still to be shipped

This comprises beam sections. Two sections of this rolling were rejected and scheduled for re-rolling. Columbia informs shipment complete August 1949 - due to arrive our Yard in September 1949.

MILL ORDER SHEET NOS. 7, 8, 9, dated July 30, 1948
187 Tons - P.O. No. A65006, Columbia Steel, South Chicago

First scheduled earliest possible rolling.
Second scheduled revised to ship June 1949
37 Tons received June 1949
48 Tons received June 1949
74 Tons received June 1949
4 Tons received June 1949
11 Tons received July 1949
13 Tons received July 1949

This comprises a complete status of orders, rollings, and deliveries of the structural steel for the above subject. As will be noted, we are still waiting for the 8x6x3/4 chord angles necessary for the plate girder sections, as well as 18 tons of beams.

Looking over a letter from the Oregon State Highway Commission dated December 24, 1948, they state in their second paragraph that they assume the material suppliers had been investigated and that there was reasonable assurance that completion date could be met. Please be advised that the Mills or the Mill representatives at this particular time of bidding, in their regular procedure, would not talk over or discuss any material for major jobs -- in fact, any jobs -- until the fabricators had obtained the job and signed their contract. At the time of bidding this job, we investigated and noted carefully the time of completion date, and with our allotments from the Mills, very carefully reasoned that we should have been able to receive this material well within the time for us to complete fabrication.

It is quite often the opinion of various agencies that we fabricators go after and bid all jobs that are on the market regardless of whether or not the material is obtainable. Please be assured that this is not the case with our company. This angle was carefully studied, and we are still of the opinion that we should have received this material well within the limit for us to fabricate and complete our contract.

In fact, the delay in receiving the material, and forthwith the delay in fabricating, deprived us of the opportunity of bidding a like tonnage due to the fact that we had yet to receive this tonnage from the Mills. Also, our schedule for work contracted was greatly upset since this job was planned to have been completed, and as you can see is now in our shop with other work.

We hope you appreciate and understand our position.

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/ Victor R. Sandner
Victor R. Sandner, Manager
Structural Steel Division

vrs/e

MOORE DRY DOCK COMPANY

Main Office and Plant
Foot of Adeline Street * Oakland 4, California * Phone Higate 4-3919

June 15, 1949

Macco Corporation
14409 So. Paramount Blvd.
Paramount, California

Gentlemen: Attn: Mr. J. G. Rawhauser, Chief Engr.
Construction Division

Re: Our Job 8178 - Independence Bridge, Oregon

Replying to your letter of June 6 in which you requested the status of the structural steel for the Willamette River Bridge at Independence, Oregon, we are pleased to advise as follows:

14 Tons Mild Plate - to ship approximately June 25 from Western Mills
50 Tons Mild Chord Angle - Tentative rolling and shipment, July, 1949
87 Tons Low Alloy Wide Flange Beams - to ship June 28
32 Tons Low Alloy Wide Flange Beams - Tentative shipment from Mills, July, 1949
111 Tons Low Alloy Chord Angles - will ship approximately June 30
200 Tons Low Alloy Flange Plates - will ship approximately June 18

We have on hand approximately 130 tons of web plates, cover plates, stiffner angles, and bracing angles.

We have punched a large portion of stiffner angles and bracing angles, however, we cannot do any work on the plate girders until we receive the chord angles from the Mills, since these have to be assembled and drilled in the solid; viz, there is no punching to this work.

In answer to letter of the Oregon State Highway Commission dated June 1 in which they advise that from present conditions delivery of structural steel is easing up -- this is true of the near future. The Mills are now promising 60 to 90 days' delivery on new jobs; however, this has just come about in the last 30 days.

COPY

Just as soon as we receive material from the Mills, we will do everything possible to speed up our part of this work.

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/ Victor R. Sandner
Victor R. Sandner, Manager
Structural Steel Division

vrs/e

OREGON
STATE HIGHWAY COMMISSION

Salem

March 3, 1949

Macco Corporation
14409 South Paramount Boulevard
Clearwater, California

Gentlemen:

Re: Independence Bridge

We have received a copy of a letter addressed to you by Mr. Victor R. Sanders of the Moore Dry Dock Company, under date of February 23, 1949, and having to do with steel delivery for the Independence Bridge over the Willamette River, Contract No. 3009. We note that shipment of steel from the mill to the Moore Dry Dock Company is now promised by October 1, 1949. With this delivery from the mill there is no possibility of delivery to the bridge site in time for erection during the 1949 construction season. Weather conditions and flood danger during the winter months will force delay in starting erection of structural steel until March or April of 1950.

Our contract with you provides for completion of all work on the project by December 31, 1949. We are now faced with practically a year's delay. The project is unquestionably of great value to the residents of that locality. The value is sufficient to justify a capital investment by the two counties of Marion and Polk and the State of approximately $900,000. The interest and amortization on this investment is approximately $50,000 per year and is the minimum measure of the loss which will be sustained should this indicated delay occur.

This contract was awarded to you on April 30, 1948. The schedule of construction, while not specifically set forth in the contract, contemplated the construction of the piers during the 1948 season and the erection of steel and completion of the project in 1949. This schedule has been substantially followed up to date. It allowed at least eleven months for procuring, fabricating and delivering structural steel to the project. This is certainly ample time. Just prior to the opening of bids on this project, we were informed by a representative of a responsible fabricating company, doing business on a national scale, that they would agree to make delivery in seven months. We are further advised that this same offer was made to your company.

COPY

Under present conditions of steel supply, allocations are made to all established fabricators based on their volume of business in 1938 to 1940. It was a justifiable assumption that, in awarding this contract to you, your fabricator was in a position to furnish the material within the available tonnage of his allotment. If such was the case, we cannot conceive of conditions justifying a delivery date a year and a half after the award of contract.

In order that we may be fully advised as to the causes of the delay, we must ask that we be furnished copies of your orders to Moore Dry Dock Company for the fabricated steel and of their orders to the company or companies supplying the raw material together with any other correspondence or information pertinent to the establishment of the cause of the delay.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By /s/ W. C. Williams

W. C. WILLIAMS
Assistant State Highway Engineer

cc Moore Dry Dock Company
Foot of Adeline Street
Oakland 4, California

MOORE DRY DOCK COMPANY

Main Office and Plant
Foot of Adeline Street - Oakland 4, California - Phone Higate 4-3919

February 23, 1949

Macco Corporation
14409 South Paramount Blvd.
Clearwater, California

Gentlemen: Attn: Mr. J. G. Rawhauser, Engr.

Re: Our Job 8178 - Willamette River Bridge

In connection with the structural steel for the above subject, we have finally been advised by Columbia Steel Company that the entire balance of alloy steel can be shipped complete from the mills by October 1, 1949.

They have pointed out the fact that many 8 x 6 alloy angles have been ordered in 90 to 101 foot lengths. They advise that these angles can only be produced at a maximum of 75 feet. We are therefore altering our bill of material on these angles so there will not be any lengths exceeding 75 feet, otherwise we may not receive steel until the latter part of 1949 or the first part of 1950.

The above information, although bad, is apparently the best the mills can do from the present picture; however, there may be a rare possibility that these dates may be improved —— which we sincerely hope.

In order to improve time of delivery of the steel, we will fabricate the steel as it arrives in our Yard whenever practicable -- in this regard we refer to the carbon steel that should arrive four to five months prior to the alloy steel.

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/ Victor R. Sandner
Victor R. Sandner, Manager
Structural Steel Division

vrs/e

COPY

MOORE DRY DOCK COMPANY

Main Office and Plant
Foot of Adeline Street * Oakland 5, California * Phone Higate 4-3919

February 4, 1949

Macco Corporation
14409 So. Paramount Blvd.
Clearwater, California

Willamette River Bridge
Job 8178

Gentlemen:

Attn: Mr. J. G. Rawhauser, Chief Engineer
Construction Division

We have for acknowledgment your letter of February 1 on the matter of the procurement of steel for the subject bridge. We have noted your statement that you are endeavoring to be of assistance to us in connection with this matter, and we appreciate your helpful attitude. Please be assured that we, too, are concerned about the difficulties experienced in purchasing steel for this bridge.

Since receiving your letter we have examined copies of our purchase orders as a result of which we find that the statement that the Columbia Steel Co. did not receive an inquiry from us about the steel for this bridge until July 13, 1948, is at variance with our understanding of this matter. Our purchase order A-58169 for a portion of the alloy beam requirements is dated May 20, 1948. This order was accepted and the material that it covered has been delivered. On the same date we verbally informed Columbia that we would forward the remainder of our mill order schedules as soon as they had been prepared to the point where purchase orders could be issued. As you are aware, purchase orders could not be placed for the steel for this project until the calculations for camber, dead and live load deflection curves and curvature for roadway had been made, and, as you will realize, some time is required in the preparation of these calculations -- in this case approximately 45 calendar days.

On July 28, 1948 an additional purchase order was issued -- No. A-60366 -- covering some of the standard structural shapes, and at that time we were informed by Columbia that the remainder of the standard sizes of eastern (large) structural shapes, and all of the alloy shapes would be scheduled for November and December, 1948. Purchase orders covering all of the steel for the bridge could have been placed, and, but for the fact that Columbia would not accept them, would have been placed on the same day, i.e., July 28, 1948. Had we been able to place these orders, and had they been accepted, we would have had ample time in which to fulfill our contract,

In October we were informed that purchase orders for November and December rollings would not be accepted. We were further informed

COPY

at that time that every effort would be made to furnish the steel during the first quarter of 1949. This is the situation at present.

We have received information by telephone today that we shall receive complete rolling schedules and promises within the next few days. This is the outcome of practically continuous discussions over the last three to four weeks, and culminates an expediting effort that was started in October of last year.

A request is made in your letter for a detailed chronological report on our endeavors to purchase steel for the subject project. This report will be made after Columbia furnishes the complete and final rolling schedules pending the receival of which we are not in a position to furnish the desired information.

You may be sure that we have not been dilatory in our endeavors to obtain the required steel. Like you and the Bridge Authorities, we are very much concerned about the situation, and shall continue to make every effort to obtain the steel with a minimum of further delay.

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/ Victor R. Sandner
Victor R. Sandner, Manager
Structural Steel Division

vrs/s

MOORE DRY DOCK COMPANY

Main Office and Plant
Foot of Adeline Street * Oakland 5, California * Phone Higate 4-3919

February 11, 1949

Macco Corporation
815 Paramount Blvd.
Clearwater, California

Re: Our Job 8178, Independence Bridge

Gentlemen: Attention: Mr. J. G. Rawhauser

In connection with orders on material for the above-mentioned bridge, Columbia Steel has just given us the following rolling schedules covering the balance of the carbon steel required:

	Mill	Promised Rolling
Sheet #2, Items 1, 2, 3, 13 & 14	Geneva	April
Sheet #3, Item 2, 8 x 6 x 3/4 Angle	Homestead	None
Item 4, 7 x 4 x 1/2 Angles	Chicago	April
Item 10, 6 x 3-1/2 x 3/8 Angles	"	"
Item 14, 5 x 3 x 5/16 Angles	Clariton	June
Item 17, 3-1/2 x 2-1/2 x 5/16 Angles	Torrance	April
Item 18, "	"	"
Items 20, 21, and 22 do	"	"
Item 26, 3 x 2-1/2 x 5/16	"	"

This completes all the orders for the carbon steel except 8 x 6 x 3/4 Angles.

We have as yet no report from the Mill for rollings of the required alloy steel, but as explained to you by telephone and various letters, we are contacting them by phone every day and are patiently waiting for some reply.

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/ Victor R. Sandner
Victor R. Sandner, Manager
Structural Steel Division

vrs/e

COPY

OREGON
STATE HIGHWAY COMMISSION

Salem

January 28, 1949

Macco Corporation
14409 South Paramount Boulevard
Clearwater, California

Gentlemen:

We have a copy of the letter dated January 21 from the Moore Dry Dock Company concerning the status of structural steel for the Independence Bridge. Please keep us advised as to progress in this matter. Time is getting short for fabrication and delivery of the material, as you will undoubtedly need to start erection of the steel the last of April or first of May in order to meet your completion date.

Very truly yours,

E. H. BALDOCK
State Highway Engineer
/s/
By: W. C. Williams

W. C. WILLIAMS
Assistant State Highway Engineer

COPY

OREGON
STATE HIGHWAY COMMISSION

Salem

December 24, 1948

Macco Corporation
14409 South Paramount Boulevard
Clearwater, California

Gentlemen:

Re: Independence Bridge No. 5789

Further reference is made to the supply of structural steel for the Independence Bridge over the Willamette River.

Under date of December 2, 1948, we wrote the Columbia Steel Company, with a copy to you, calling their attention to the loss that would be suffered by the State if this job were delayed. We have been in contact with the Portland office of the Columbia Steel Company and are told that the order for this material was not accepted by this company and that no promise of delivery was made. We are further advised that, although the contract for the project was awarded on April 30, no inquiry for the structural steel was made to the Columbia Steel Company until July 13.

In awarding contracts which contain a definite completion date, we assume that the material supply has been investigated and that there is reasonable assurance that the completion date can be met. In this case, practically a year was allowed for the fabrication and delivery of structural steel. From our experience on other projects this would seem to be ample time, provided the order was promptly placed and the material not diverted to other projects.

If structural steel delivery delays this project for a construction season, a real damage will be suffered by the State. We must ask that you ascertain the causes of the delay and take every possible step to assure delivery on the proper schedule.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By /s/ W. C. Williams
W. C. WILLIAMS
Assistant State Highway Engineer

COPY

OREGON
STATE HIGHWAY COMMISSION

Salem

December 2, 1948

COPY

Columbia Steel Company
Russ Building
San Francisco, California

Gentlemen:

Last April we awarded a contract to Macco Corporation of Clearwater, California, for the construction of a bridge over the Willamette River at Independence, Oregon. This structure requires approximately 250 tons of structural carbon steel and 475 tons of structural low alloy steel. This project was initiated upon assurance from your Portland representatives that delivery could be made in eight to nine months. Our schedule of construction allowed until next spring, practically a year after ordering, for delivery.

The Macco Corporation sublet the steel fabrication to the Moore Dry Dock Company of Oakland, and we are advised that the order for the steel was placed with you. The Moore Dry Dock Company now tell us that you have reduced their allotments and returned orders already accepted until they cannot now give us any estimate of the delivery date of our steel. If delivery is not made next spring so that erection can be done during the summer season, a delay of a year will result.

This structure replaces a ferry which has outlived its usefulness and is rapidly approaching the point where its operation is dangerous. The State is making a large investment in this project, and a delay of a year in its completion is a serious matter. We have attempted to schedule our projects so that only those for which we were assured that material was available would be offered. We thought this was the case on this project. We are asking that you make some arrangement which will avoid further delay of our project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By /s/ W. C. Williams
W. C. WILLIAMS
Assistant State Highway Engineer

Macco Corporation
14409 S. Paramount Boulevard
Clearwater, California

MOORE DRY DOCK COMPANY

MAIN OFFICE AND PLANT

FOOT OF ADELINE STREET * OAKLAND 5, CALIFORNIA * PHONE HIGATE 4-3919

Nov. 15, 1948

via airmail

Macco Corporation
P. O. Box 387
Independence, Oregon

Re: Our Job 8178
Willamette Ri. Bdge.

Gentlemen: Attention: Mr. J. G. Rawhauser

In line with my conversation with you last week, we bring to your attention the status of the orders placed with the Mill for structural steel for the above bridge:

As late as August 1948, 350 tons of structural steel shapes and plates had not been placed by the Mill. (When we say "placed", we mean had not been accepted by the Mill.)

As of September 22, the Mill kicked back additional tonnage which they would not accept, bringing the total tonnage not accepted to 420 tons.

As late as November 12, the Mill again has sent back tonnage, now making a total of 500 tons not accepted by the Mills.

This condition prevails among all the fabricators. The Mills in the last three months have been cutting our allotments and returning orders that were accepted.

You mentioned that the State of Oregon might be able to do something with the Mills. If there is any chance of their being able to do so, it would be best that they get busy.

Very truly yours,

MOORE DRY DOCK COMPANY

COPY

BY /s/
Victor R. Sandner, Manager
Structural Steel Division

vrs/e

RECEIVED
AUG 3 1940
FOR FILING

224-1032

3007-T

File

August 1, 1940

Pittsburgh Testing Laboratory
311h S. E. 50th Avenue
Portland 6, Oregon

Gentlemen:

Re: Steel Inspection, Independence Bridge

Reference is made to your letter of July 21, concerning the inspection of steel handrail fabricated by the Smith-Henry Company of Los Angeles.

Our letter to you, dated June 7, 1940, asking quotations on the shop inspection of structural steel for the Independence Bridge, advised you that the steel was being fabricated by the Moore Drydock Company in Oakland, California, and your quotation for this service was based on that information. While the structural steel for the girders was fabricated at Oakland, the steel handrail was fabricated by the Smith-Henry Company in Los Angeles, and in view of the small tonnage of the steel rail and the cost of transportation, your expenses in this inspection have been greatly increased over the cost which would have been incurred had the handrail been fabricated in Oakland.

In view of these conditions, we are willing to accept billing for your actual cost of inspection of the handrail at Los Angeles, the tonnage of this rail being deducted from the total tonnage in the project when you bill for the inspection of the steel at Oakland, California, in accordance with the 75-cents-per-ton fee set up in your bid of July 14, 1940.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GWP:gm
cc G. B. Thomas
Auditor

RECEIVED
JUN 3 1949
FOR FILING
24-1032
3009

File

June 1, 1949

Moore Corporation
1149 So. Fairmount Boulevard
Clearwater, California

Attention of Mr. J. O. Bonhomme

Gentlemen:

Please advise us as to the present status of the structural steel for the Independence Bridge. From all news reports, we notice that structural steel is now relatively easy to obtain, and we are having the same experience with other projects. We have several projects, awarded after the Independence Bridge, on which structural steel has already been delivered and erected.

I also noticed in a news item in one of the trade journals that the Moore Dry Dock Company is supplying a very considerable amount of structural steel for work in the Philippines.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

OSP:gm
cc G. S. Paxson

RECEIVED
MAY 27 1949
FOR FILING

224-1032

3009

May 26, 1949

Mr. Ralph H. Kloteing
Independence Enterprise
Independence, Oregon

Dear Mr. Kloteing:

We are still having trouble with the structural steel for the Independence Bridge. The contractors have purchased this steel from the Moore Dry Dock Company of Oakland, California. This company is an old and established fabricator of structural steel and has, in the past, been quite reliable. However, for some reason which we have not, as yet, been able to determine, the fabricators have not obtained their structural steel from the steel mills rapidly enough to meet the schedule which we have called for on the bridge.

We have been in correspondence, both with the steel mills and the fabricators, and it appears that delivery of this steel to the fabricators will be so late this summer that the material cannot be delivered at Independence until late in October or early in November. This is so late that we cannot safely place falsework in the river, and it is very probable that the steel erection must go over until early next year.

We have used every means in our power to expedite this steel delivery, but always get the same answer—that steel is not available and will not be available until the dates which I have indicated above.

Very truly yours,

R. H. Baldock
State Highway Engineer

GRP:gm
cc C. S. Pierce

RECEIVED
MAR 14 1949
FOR FILING

24-1032
3009

File

MACCO CORPORATION

C
O
P
Y

March 8, 1949

Original referred to Paxson
by WCW 3-14-49

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission

Re: Willamette River Bridge,
Independence, Oregon

Dear Sir:

As you requested in your letter of March 3, 1949, we enclose a photostatic copy of our sub-contract with Moore Dry Dock Company and a copy of their proposal referred to in the rider to the sub-contract.

Contrary to the advice which you have received, Moore Dry Dock's quotation was the only one we received that was a firm one. Both Bethlehem Steel and Columbia Steel quotations were not only basically higher but carried an escalator clause as well. We also have found out, in our dealings with the Steel Companies, that any promises made by their local representatives are subject to the approval of their Mill.

If you care to investigate, we believe that you will find that the next low bidder also used Moore Dry Dock's quotation when submitting their bid.

Very truly yours,

MACCO CORPORATION

(sgd) J. G. Rawhauser, Chief Engineer
Construction Division

JGR:ml
encl

cc - Mr. Victor R. Sandner
Moore Dry Dock Company

RECEIVED
MAR 7 1949
FOR FILING

224-1032
2.07

March 4, 1949

Mr. Ralph Kletzing
Independence Enterprise
Independence, Oregon

Dear Mr. Kletzing:

The latest advice on delivery of structural steel for the Independence bridge is that the steel will be shipped from the rolling mill to the fabricator on or before October 1 of 1949. A considerable time is necessary in fabricating this material into the various members which make up the bridge, and, under this schedule of delivery from the mill, fabricated steel cannot arrive on the project in time to be erected during the 1949 season. The danger from floods in the river is too great to attempt the placing of falsework and the erection of steel during the winter season.

The State Highway Department has been in constant communication with the contractors and with the fabricators in connection with this steel and is still attempting to find some possible way in which the delivery of the steel can be expedited sufficiently to permit erection of the steel and completion of the project this year, but the prospects do not appear to be good.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hl

FORM E-30 15M 12-48 27960

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 2, 1949

SUBJECT:

To:

Memorandum to Mr. Baldock

Ralph A. Kattenius

The latest advice on delivery of structural steel for the Independence Bridge is that the steel will be shipped from the rolling mill to the fabricator on or before October 1 of 1949. A considerable time is necessary in fabricating this material into the various members which make up the bridge, and under this schedule of delivery from the mill, fabricated steel cannot arrive on the project in time to be erected during the 1949 season. The danger from floods in the river is too great to attempt the placing of falsework and the erection of steel during the winter season.

The State Highway Commission has been in constant communication with the contractors and with the fabricators in connection with this steel and is still attempting to find some possible way in which the delivery of the steel can be expedited sufficiently to permit erection of the steel and completion of the project this year. but the propects do not appear to be good.

G. S. Paxson
~~Bridge~~ Engineer

GSP:gm

RECEIVED
MAR 4 1949
FOR FILING

224-1032

3009

File

March 3, 1949

Moore Corporation
11409 South Paramount Boulevard
Clearwater, California

Gentlemen:

Re: Independence Bridge

We have received a copy of a letter addressed to you by Mr. Victor R. Sanders of the Moore Dry Dock Company, under date of February 23, 1949, and having to do with steel delivery for the Independence Bridge over the Willamette River, Contract No. 3009. We note that shipment of steel from the mill to the Moore Dry Dock Company is now promised by October 1, 1949. With this delivery from the mill there is no possibility of delivery to the bridge site in time for erection during the 1949 construction season. Weather conditions and flood danger during the winter months will force delay in starting erection of structural steel until March or April of 1950.

Our contract with you provides for completion of all work on the project by December 31, 1949. We are now faced with practically a year's delay. The project is unquestionably of great value to the residents of that locality. The value is sufficient to justify a capital investment by the two counties of Marion and Polk and the State of approximately $900,000. The interest and amortization on this investment is approximately $50,000 per year and is the minimum measure of the loss which will be sustained should this indicated delay occur.

This contract was awarded to you on April 30, 1948. The schedule of construction, while not specifically set forth in the contract, contemplated the construction of the piers during the 1948 season and the erection of steel and completion of the project in 1949. This schedule has been substantially followed up to date. It allowed at least eleven months for procuring, fabricating and delivering structural steel to the project. This is certainly ample time. Just prior to the opening of bids on this project, we were informed by a representative of a responsible fabricating company, doing business on a national scale, that they would agree to make delivery in seven months. We are further advised that this same offer was made to your company.

Under present conditions of steel supply, allocations are made to all established fabricators based on their volume of business in 1938 to 1942. It was a justifiable assumption that, in awarding this contract to you, your fabricator was in a position to furnish the material within the available tonnage of his allotment. If such was the case, we cannot conceive of conditions justifying a delivery date a year and a half after the award of contract.

In order that we may be fully advised as to the causes of the delay, we must ask that we be furnished copies of your orders to Moore Dry Dock Company for the fabricated steel and of their orders to the company or companies supplying the raw material together with any other correspondence or information pertinent to the establishment of the causes of the delay.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

CSP:gm
cc Moore Dry Dock Company
Foot of Adeline Street
Oakland 8, California

C. S. Pearce

MOORE DRY DOCK COMPANY
STRUCTURAL STEEL DIVISION
MAIN OFFICE AND PLANT
FOOT OF ADELINE STREET • OAKLAND 4, CALIFORNIA • PHONE HIGATE 4-3919

February 23, 1949

Macco Corporation
14409 South Paramount Blvd.
Clearwater, California

Gentlemen: Attn: Mr. J. G. Rawhauser, Engr.

Re: Our Job 8178 - Willamette River Bridge

In connection with the structural steel for the above subject, we have finally been advised by Columbia Steel Company that the entire balance of alloy steel can be shipped complete from the mills by October 1, 1949.

They have pointed out the fact that many 8 x 6 alloy angles have been ordered in 90 to 101 foot lengths. They advised that these angles can only be produced at a maximum of 75 feet. We are therefore altering our bill of material on these angles so there will not be any lengths exceeding 75 feet, otherwise we may not receive steel until the latter part of 1949 or the first part of 1950.

The above information, although bad, is apparently the best the mills can do from the present picture; however, there may be a bare possibility that these dates may be improved ---- which we sincerely hope.

In order to improve time of delivery of the steel, we will fabricate the steel as it arrives in our Yard whenever practicable --- in this regard we refer to the carbon steel that should arrive four or five months prior to the alloy steel.

Very truly yours,

MOORE DRY DOCK COMPANY

/s/
By_____
Victor R. Sandner, Manager
Structural Steel Division

vrs/e

RECEIVED
FEB 28 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

COPY

RECEIVED
FEB 25
STATE HIGHWAY COMMISSION

RECEIVED
FEB 24 1949
FOR FILING
24-1032
2009

February 23, 1949

Moore Corporation
1110 So. Paramount Boulevard
Glendale, California

Attention of Mr. J. S. Hamburger, Chief Engineer
Construction Division

Gentlemen:

We have your letter of February 10 referring to the most recent advice from Moore Dry Dock Company concerning the delivery of steel for the Independence Bridge.

It seems that a promise of rolling of the carbon steel for the second quarter of 1949 will delay delivery of the fabricated material until late in the summer. The difficulty in placing an order for alloy steel is at variance with the advice we have received from representatives of both Columbia Steel Company and Bethlehem Pacific Corporation. They have told us several times that it was as easy to get alloy steel as carbon steel provided the tonnage of each size was sufficient to justify rolling. They told us that during the steel shortage each customer was allotted a certain tonnage of steel, based on prior volume of business, and that this allotment could be obtained either with carbon or with alloy.

The delay that now seems inevitable on this project is a serious matter to us, and we hope that you will keep in touch with the steel situation and use every possible means to obviate any further delay.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
FEB 15
FOR FILING

224-1032

3009

File

MACCO CORPORATION

COPY

February 10, 1949

Mr. R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Re: Willamette River Bridge,
Independence, Oregon

Dear Sir:

Mr. Victor R. Sandner of Moore Dry Dock Company called me on the telephone on February 9, 1949, to inform me that Columbia Steel has accepted their order to roll the balance of the carbon steel in the second quarter of 1949.

As yet, they do not have the balance of the alloy steel placed. Mr. Sandner insists that Columbia Steel keeps promising to give them a definite rolling schedule "within a few days" and that he is in daily touch with them, but so far has not been able to get any definite promises.

Very truly yours,

MACCO CORPORATION

(sgd) J. G. Rawhauser

J. G. Rawhauser, Chief Engineer
Construction Division

JGR:ml

Referred to Parker
by WCW 2-11-49.

RECEIVED
FOR FILING
224-10-32
3009
COPY

MOORE DRY DOCK COMPANY
FOOT OF ADELINE STREET
OAKLAND 4, CALIFORNIA

February 4, 1949

NOTED
State Highway Engineer

Macco Corporation
14409 So. Paramount Blvd.
Clearwater, California

Willamette River Bridge
Job 8178

Gentlemen:

Attn: Mr. J. G. Rawhauser, Chief Engineer
Construction Division

We have for acknowledgment your letter of February 1 on the matter of the procurement of steel for the subject bridge. We have noted your statement that you are endeavoring to be of assistance to us in connection with this matter, and we appreciate your helpful attitude. Please be assured that we, too, are concerned about the difficulties experienced in purchasing steel for this bridge.

Since receiving your letter we have examined copies of our purchase orders as a result of which we find that the statement that the Columbia Steel Co. did not receive an inquiry from us about the steel for this bridge until July 13, 1948, is at variance with our understanding of this matter. Our purchase order A-58169 for a portion of the alloy beam requirements is dated May 20, 1948. This order was accepted and the material that it covered has been delivered. On the same date we verbally informed Columbia that we would forward the remainder of our mill order schedules as soon as they had been prepared to the point where purchase orders could be issued. As you are aware, purchase orders could not be placed for the steel for this project until the calculations for camber, dead and live load deflection curves and curvature for roadway had been made, and, as you will realize, some time is required in the preparation of these calculations -- in this case approximately 45 calendar days.

On July 28, 1948 an additional purchase order was issued -- No. A-60366 -- covering some of the standard structural shapes, and at that time we were informed by Columbia that the remainder of the standard sizes of eastern (large) structural shapes, and all of the alloy shapes would be scheduled for November and December, 1948. Purchase orders covering all of the steel for the bridge could have been placed, and, but for the fact that Columbia would not accept them, would have been placed on the same day, i.e., July 28, 1948. Had we been able to place these orders, and had they been accepted, we would have had ample time in which to fulfill our contract.

In October we were informed that purchase orders for November and December rollings would not be accepted. We were further informed at that time that every effort would be made to furnish the steel during the first quarter of 1949. This is the situation at present.

RECEIVED

We have received information by telephone today that we shall receive complete rolling schedules and promises within the next few days. This is the outcome of practically continuous discussions over the last three to four weeks, and culminates an expediting effort that was started in October of last year.

A request is made in your letter for a detailed chronological report on our endeavors to purchase steel for the subject project. This report will be made after Columbia furnishes the complete and final rolling schedules pending the receival of which we are not in a position to furnish the desired information.

You may be sure that we have not been dilatory in our endeavors to obtain the required steel. Like you and the Bridge Authorities, we are very much concerned about the situation, and shall continue to make every effort to obtain the steel with a minimum of further delay.

Very truly yours,

MOORE DRY DOCK COMPANY

By /s/ Victor R. Sandner
Victor E. Sandner, Manager
Structural Steel Division

vrs/s

RECEIVED
JAN 31 1940
FOR FILING
2-Y-1032
3009

January 26, 1940

Moore Corporation
1400 South Fremont Boulevard
Alameda, California

Gentlemen:

We have a copy of the letter dated January 22 from the Moore Dry Dock Company concerning the status of structural steel for the Independence Bridge. Please keep us advised as to progress in this matter. Time is getting short for fabrication and delivery of the material, as you will undoubtedly need to start erection of the steel the last of April or first of May in order to meet your completion date.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

CHP:gm
cc C. E. Peterson

RECEIVED
DEC 27 1948
FOR FILING

224-1032

2201

December 24, 1948

Moore Corporation
11409 South Paramount Boulevard
Gleasmaster, California

Gentlemen:

Re: Independence Bridge No. 5709

Further reference is made to the supply of structural steel for the Independence Bridge over the Willamette River.

Under date of December 2, 1948, we wrote the Columbia Steel Company, with a copy to you, calling their attention to the loss that would be suffered by the State if this job were delayed. We have been in contact with the Portland office of the Columbia Steel Company and are told that the order for this material was not accepted by this company and that no promise of delivery was made. We are further advised that, although the contract for the project was awarded on April 30, no inquiry for the structural steel was made to the Columbia Steel Company until July 13.

In awarding contracts which contain a definite completion date, we assume that the material supply has been investigated and that there is reasonable assurance that the completion date can be met. In this case, practically a year was allowed for the fabrication and delivery of structural steel. From our experience on other projects this would seem to be ample time, provided the order was promptly placed and the material not diverted to other projects.

If structural steel delivery delays this project for a construction season, a real damage will be suffered by the State. We must ask that you ascertain the causes of the delay and take every possible step to ensure delivery on the proper schedule.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

W. C. WILLIAMS
Assistant State Highway Engineer

OSP:gm
cc Moore Dry Dock Company
Columbia Steel Company, Portland
Columbia Steel Company, San Francisco

RECEIVED
DEC 9 1948
FOR FILING

File

C
O
P
Y

COLUMBIA STEEL COMPANY

General Office - Russ Building

San Francisco 6, California

24-1032

3009

December 7, 1948

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Assistant State Highway Engineer

Dear Sir:

WILLAMETTE RIVER BRIDGE
INDEPENDENCE, OREGON

This will acknowledge your letter of December 2nd, regarding the scheduling of structural steel required in construction of this project. There appears to be some confusion about certain points, but unfortunately our General Office files do not contain all data necessary for a full reply to your letter.

We are now developing the particulars with our Oregon Division and should be able to give you a complete picture of the status of this tonnage in a few days.

Yours very truly,

(sgd) Chas. S. Conrad
General Manager of Sales

Referred to Mr. Papson
by H. C. H. 12-8-48

RECEIVED
DEC 3 1948
FOR FILING

1224 - 1032
3009

December 2, 1948

Columbia Steel Company
Russ Building
San Francisco, California

Gentlemen:

Last April we awarded a contract to Moore Corporation of Clearwater, California, for the construction of a bridge over the Willamette River at Independence, Oregon. This structure requires approximately 250 tons of structural carbon steel and 475 tons of structural low alloy steel. This project was initiated upon assurance from your Portland representatives that delivery could be made in eight to nine months. Our schedule of construction allowed until next spring, practically a year after ordering, for delivery.

The Moore Corporation sublet the steel fabrication to the Moore Dry Dock Company of Oakland, and we are advised that the order for the steel was placed with you. The Moore Dry Dock Company now tell us that you have reduced their allotments and returned orders already accepted until they cannot now give us any estimate of the delivery date of our steel. If delivery is not made next spring so that erection can be done during the summer season, a delay of a year will result.

This structure replaces a ferry which has outlived its usefulness and is rapidly approaching the point where its operation is dangerous. The State is making a large investment in this project, and a delay of a year in its completion is a serious matter. We have attempted to schedule our projects so that only those for which we were assured that material was available would be offered. We thought this was the case on this project. We are asking that you make some arrangement which will avoid further delay of our project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By
W. C. WILLIAMS
Assistant State Highway Engineer

OSP:gm
cc Moore Corporation
Columbia Steel Company, Portland
Moore Dry Dock Company, Oakland
California
G. S. Paxson

RECEIVED
FEB 28
FOR FILING
24-1032
3009

COPY

July 30, 1948

Moore Dry Dock Company
Foot of Adeline Street
Oakland 4, California

Attention: Mr. A. Bergen

Gentlemen:

Referring to your letter of July 28 regarding beam and girder dimensions on the Willamette River Bridge.

The 42' beam spans should be fabricated to a slope dimension which will fit the anchor bolts at the supports. The girder spans, spans 1 to 9, inclusive, should be fabricated to the correct slope length to fit the piers and anchor bolt setting as detailed on your drawing E1 and approved by this department June 16. However, in spans 2, 4, 6 and 8 the variation in length could be made in the length of suspended spans if this will simplify fabrication.

Yours very truly,

G. S. Paxson
Bridge Engineer

IDM:BD

RECEIVED
FOR FILING

224-1032

3009

Charge to the account of _____ $ File

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1206

A. N. WILLIAMS
PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 30, 1948

MACCO CORPORATION
14400 SOUTH PARAMOUNT BOULEVARD
CLEARWATER, CALIFORNIA

THIS IS TO ADVISE THAT YOU HAVE TODAY BEEN AWARDED THE CONTRACT FOR THE CONSTRUCTION OF THE WILLAMETTE RIVER BRIDGE AT INDEPENDENCE IN ACCORDANCE WITH YOUR BID SUBMITTED AT THE HIGHWAY COMMISSION MEETING ON APRIL 29. FORMAL CONTRACTS ARE FOLLOWING BY MAIL FOR YOUR SIGNATURE. IN THE MEANTIME THIS TELEGRAM IS YOUR AUTHORITY TO PROCEED.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

Sec confirmed

224-1032

Form R-1—SM—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 19 19 48

Section Willamette River Bridge at Independence Kind of work Bridge

Highway Independance River Road Section prefix 224-1032

Contractor Macco Corp. Contract number 3009

Date of contract April 30, 1948 Date of completion Dec. 31, 1949

Date work started May 25, 1948 Estimated date of completion Dec. 31, 1949

Amount of contract . . . . . $845,900.00 Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . . $

Per cent of contract completed, based on total contract price . . . . . %

Engineering cost to date $1625.89, % Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Staking bridge for L.L.Jensen

Worked one day on this project finshing work requested.

NOTED
H. G. SMITH

RECEIVED
JUN 19 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JUN 18 1948
DIVISION ENGINEER

NOTED
E. M. BOOTH

Signed J. F. McGee

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 28 1948
FOR FILING
224-1032

May 26, 1948

Hacco Corporation
1409 South Paramount Blvd.
Clearwater, Calif.

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3022, which was awarded to you on April 30, 1948 by the State Highway Commission, covering construction of Independence Bridge over the Willamette River in Marion and Polk Counties. This copy is for your record and files. An executed copy is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAY 28 1948
FOR FILING

224-7032
#3009

DAILY JOURNAL OF COMMERCE

Monday, May 24, 1948

Willamette Span Work Rushed

(D. J. of C.—May 24, 1948)

Independence.—Work on the Willamette river bridge at Independence should be under way within a week or 10 days as equipment has been shipped by the Macco corporation, W. H. Baldock, state highway engineer, told the Independence Chamber of Commerce. He briefly reviewed the history of the bridge and declared that he "rejoiced with the people of Independence" on the realization of the project.

Piers under the steel span will be placed during the low water period this summer, Baldock said. Next winter the approach spans will be constructed and the steel for the bridge, together with the concrete deck, will be placed next summer. He estimated the bridge would be ready for use by December 31, 1949.

Oregon is standing on the threshold of the greatest development in its history and the only thing holding it back is its highway system, Baldock declared.

Operating under a "slow bell" during the war the highway department now has a great backlog of highway projects needing immediate attention, he said. Lack of funds, federal and state, is handicapping the department in carrying out its program.

Baldock held that the gasoline tax of five cents a gallon is entirely inadequate to meet the demands being made on the state highway department.

NOTED

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MAY 24 1948
FOR FILING

224-103c

E 3469

EARL T. NEWBRY

Secretary of State

Salem, Oregon

May 19, 1948

COPY

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We acknowledge receipt of the agreement between the State Highway Commission and Marion and Polk Counties relating to the construction of a bridge at Independence and have placed this agreement together with the amended agreement of April 27, 1948 on file.

Based on this agreement we will withhold from the Polk County share of moneys apportioned out of the State Highway Fund next October the sum of $19,722.70, and will continue to do so annually thereafter until the full amount of the agreement has been met.

Yours very truly,

EARL T. NEWBRY
Secretary of State

By
/s/ HAROLD F PHILLIPPE

Manager,
Accounting Division

HFP:HW

5/20/48
Original of this letter
is attached to the original
agreement covering construction of the bridge

RECEIVED
MAY 18 1948
FOR FILING

224-1032

#3009

Salem, Oregon
May 14, 1948

files

Mr. E. H. Probert

We hand you herewith a copy of an agreement with Marion and Polk Counties, covering construction of the intercounty bridge at Independence.

One copy has been forwarded to the County Courts of Marion County and Polk County, to the Secretary of State and the original copy has been retained by Mrs. Glaisyer for the Commission's records and files.

L. H. Warfield

LHW:ks

cc: E. E. Purcell (1)

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1948

SUBJECT:

To: Mr. R. H. Baldock

Herewith I hand you two fully executed copies of agreement with Marion and Polk Counties, covering construction of the intercounty bridge at Independence.

A fully executed copy of the above agreement has been mailed to the County Courts of Marion and Polk Counties, to the Secretary of State and the original copy has been retained by me for the Commission's Files.

Secretary

gl
encls. 2

Probert
Parsons

RECEIVED
MAY 19 1948
FOR FILING

224-1082

3009

May 18, 1948

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Dear Mr. Newbry:

On October 29, 1946, the State Highway Commission entered into a written agreement with Marion County and Polk County covering construction of a bridge over the Willamette River at Independence, Polk County. The estimated cost of this structure, as determined by the State Highway Engineer, at that time was $640,000, fifty percent of which cost was to be paid by the State Highway Department, 25 percent by Marion County, and 25 percent by Polk County.

Polk County's share of the expense was to be paid in twelve annual installments, the first one of which is to be paid within six months after the contract for the construction of the bridge has been awarded by the Highway Commission. Thereafter annual payments will be made of equal amounts until the county's obligation has been fulfilled. Polk County by this agreement assigned to the State Highway Commission highway funds which have been or may hereafter be allocated by the legislature to Polk County out of state highway revenues and provision for such method of payment, you will note, is contained in the agreement.

The construction of the bridge was not contracted at the time that the agreement was executed, and because of the rise in cost of labor and materials, the current estimated cost of the structure is approximately $900,000. This information was brought to the attention of the County Courts of Marion and Polk Counties, each of which expressed the desire that the State Highway Commission proceed with the contracting of the structure, notwithstanding the increased cost, and agreed to share in the expense on the original basis — 25 percent by each county and 50 percent by the state.

Upon being advised of the counties' desire, the Highway Commission advertised the project for bids to be received at its meeting on April 20, 1948. The low bid submitted by the Macco Corporation, of California, was satisfactory to the Highway Commission, and the contract was awarded to that corporation upon

approval by the County Courts of Marion and Polk Counties and execution by both of these counties of the amendatory agreement pertaining to the method of financing the structure.

I enclose a copy of this amendatory agreement, which, you will note, provides that Polk County's share of the cost be paid in the same manner and out of the same sums or sources as is provided for in the original agreement, except as to the amount of the annual installments. The Highway Commission will appreciate your honoring this assignment of Polk County's funds as provided in the agreements referred to.

A letter from you, stating your approval and further advising that you will remit to the State Highway Commission the portion of Polk County's share of the Highway revenues as provided in the amended agreement will be appreciated.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MSG:ec
Encs.

RECEIVED
MAY 18 1948
FOR FILING

224-1032

3009

Salem, Oregon
May 17, 1948

Mr. R. H. Baldock

Herewith I hand you two fully executed copies of agreement with Marion and Polk Counties, covering construction of the intercounty bridge at Independence.

A fully executed copy of the above agreement has been mailed to the County Courts of Marion and Polk Counties, to the Secretary of State and the original copy has been retained by me for the Commission's Files.

Secretary

gl
encls. 2

FORM E-20 2M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1948

SUBJECT:

one cert. copy to go to Secty of State ~~two~~ are to each County

To: Mr. H. B. Glaisyer:

Attached you will find six copies of an agreement covering the construction of the intercounty bridge at Independence. These instruments are intended to supplement the agreement executed by the two counties and the State in October, 1946. You will note that these have been executed by the two counties and are now ready for the signatures of the Commissioners.

Yours very truly,

J. M. DEVERS

JMD:avh
Encl.

RECEIVED
MAY 18 1948
FOR FILING

224-1032

3009

May 17, 1948

County Court of Polk County
Courthouse
Dallas
Oregon

Gentlemen:

I enclose herewith, for the records and files of Polk County, a fully executed copy of an agreement between the State Highway Commission and Marion and Polk Counties, covering the construction of the intercounty bridge at Independence.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl
encl. 1

RECEIVED
MAY 18 1948
FOR FILING

224-1032

3007

May 17, 1948

County Court of Marion County
Courthouse
Salem
Oregon

Gentlemen:

I enclose herewith, for the records and files of Marion County, a fully executed copy of agreement between the State Highway Commission and Marion and Polk Counties, covering the construction of the intercounty bridge at Independence.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

cl
encl. 1

RECEIVED
MAY 19 1948
FOR FILING

224-1032

3109

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1948

SUBJECT: Willamette River Bridge
at Independence

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

L

Dear Sir:

This bridge over the Willamette River was awarded to the Macco Corporation of Clearwater, California, on April 30, 1948. The total contract price for the structure is $845,900.

The bridge consists of nine steel spans across the main river channel having a total length of 1,267 feet. The steel spans are made up of one span at 145 feet, six at 152 feet, one at 120 feet, and one at 90 feet. On the east, or Marion County, approach we have 26 pile trestle spans having a total length of 863'-2". Twenty-two of these spans are 31'-7" in length and we are using steel girders as stringers which were purchased from the War Assets Corporation and are now stored in the Oregon Electric yards at Orville. The other four spans on the Marion County side are 42 feet in length and will use steel supplied by the contractor under his contract.

On the west, or Polk County, side we have two 42-foot I-beam spans. The total length if 2214'-2". The pile bents are all creosote treated and should have a life of many, many years. The structure is a two-lane bridge having a roadway width of 26 feet with a 3'-6" sidewalk on each side. The steel spans are supported by concrete piers, which in turn are supported by piling. The river bed formation consists of a few feet of sand and gravel overlaying a stiff blue clay. The foundation piling under the piers will go well into this blue clay layer.

The Macco Corporation have advised us that they are shipping their equipment from Los Angeles and expected to be on the job today, Monday, May 17. It will take them a few days to get organized, but work should be underway within the next week or ten days.

It is anticipated that the contractors will put in the piers under the steel spans during the low-water period this summer. During the coming winter they will put in the approach spans on the Marion County side and will erect the steel and place the concrete deck during the summer of

1949. The contract completion date is December 31, 1949.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

RECEIVED
MAY 6 - 1948
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

224-1032
3009

Salem, Oregon
May 5, 1948

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
O f f i c e

L

Dear Sir:

Herewith for filing the low bid on the Independence Bridge. The contract has been prepared.

Very truly yours,

W. A. Reeves
Bridge Office Engineer

da
Attached

filed 5/5/48
DR

FOR FILING

Coast
Paint
Bridge

May 3, 1948

Memorandum to the State Highway Commission

Attached for your approval are six copies of an agreement with Marion and Polk Counties covering the construction of the intercounty bridge at Independence. This agreement is in the form of an amendment and a supplement to the original agreement executed in October, 1946.

Bids were opened April 29, 1948, and the contract for the bridge was awarded to the Mason Corporation on April 30, 1948.

The agreement has been signed by the County Courts for both Marion and Polk Counties, by R. H. Baldock, State Highway Engineer, and J. H. Devers, Chief Counsel.

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Query

Const-
Project
Bridges

Salem, Oregon
April 30, 1948

Mr. J. M. Dovers

With reference to the award of the Independence bridge to the Macco Corporation of Clearwater, California, the low bidder, advise that I have before me six signed copies of an agreement by and between the State Highway Commission, Marion County and Polk County, as prepared by you, fully signed by each member of the County Courts in question and attested by the County Clerk of each County, with the seal attached.

Moreover, I have a resolution passed by the County of Polk, properly signed and attested by the County Clerk, which resolution was for the execution of the supplementary agreement covering the construction of the Willamette River bridge at Independence which you likewise prepared.

I have just completed a telephone call to Judge Murphy of Marion County who advises me that he has obtained the right of way through the Cooper Estate with the understanding that the crop will not be disturbed in the 1948 season. He assured me, however, that the area on which the crop is now planted is not an area that will be disturbed by the bridge contractor but constitutes an area for a future cloverleaf at the Marion County end of the bridge and an area required for the deposition of the fill which Marion County will later put in. He further assured me the County expects to file a condemnation suit for the remainder of the property, possibly tomorrow or in any event not later than the first of next week.

On the basis of these facts, it would seem to the undersigned that we could proceed to make the award, but I will not do so unless I have your approval that all legal and right-of-way matters are completed to your satisfaction. I can assure you that the engineering features are satisfactorily done and that the supplementary agreement is correct insofar as the estimates therein given are concerned.

If you do approve the awarding of this contract, please sign the attached copy of the letter and the award will be made today. Otherwise, advise your wishes. I am attaching to this letter the various documents enumerated hereinbefore. I have signed each copy of the amendatory agreement.

R. H. Baldock

RHB:hi
Attach.

OR FILING

OREGON STATE HIGHWAY COMMISSION

Const
Project
Bridge

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1948

INDEPENDENCE SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

NOTED
State Highway Engineer

Dear Mr. Baldock:

When we conferred a few minutes ago about the Marion-Polk County Bridge, I okeyed the carbon copy of the letter or memo which you gave me under date of April thirtieth. I am now merely confirming what I said to you at that time; namely, that the subject, in my opinion, has been sufficiently covered by agreements which have been executed by the two Counties and are now awaiting execution by the Commission, to authorize you to proceed with the awarding of the contract and have it executed by the low bidder at the earliest opportunity, and then all of these matters can go to the Commission at the same time.

Yours very truly,

J. M. DEVERS

JMD:avh

FORM E-80 REV. 12-47

FOR FILING

Post
Print
Bridges

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 27, 1948

SUBJECT: Independence Bridge

To: Memorandum for Files:

NOTED
State Highway Engineer

The following is the estimate of grading and surfacing quantities for the approaches to the Independence Bridge over the Willamette River. These quantities cover the embankments to the point where they join existing county roads. The estimate is based upon a gravelled embankment requiring only a leveling course of aggregate.

ESTIMATE

Excavation	23,500 cu. yds.	at $ 0.40	$ 9,400.00
Short overhaul	115,000 cu. yd. sta.	0.02	2,300.00
Long overhaul	6,800 cu. yd. mi.	0.50	3,400.00
18" C.I. culv. pipe	105 lin. ft.	3.50	382.50
Preparation of subgrade	¼ mi.	400.00	100.00
Aggregate	800 cu. yds.	3.00	2,400.00
0.11 surfacing	¼ mi.	4,000.00	1,000.00
	Subtotal		$18,982.50
	Engineering and Contingencies		1,817.50
	TOTAL		$20,800.00

G. S. Paxson

GSP GM

NOTED
W. C. WILLIAMS

OR FILING

Court
Bridges

Salem, Oregon
April 23, 1948

Mr. J. M. Devers

I have examined the contract entered into on the 29th day of October, 1946, by and through the State Highway Commission and the Counties of Marion and Polk with relation to the construction of the Independence bridge.

This amendatory contract should indicate that each County is to do the grading, surfacing and oiling necessary to connect its approach to the bridge at its own cost and expense and that each County is to pay one fourth of the cost of the construction of the bridge; Marion County, one half of its share when the bridge is half completed and one half upon the completion and final acceptance of the bridge; Polk County to pay one fourth of the cost of the construction of said structure in twelve equal installments, the first installment to be paid within six months after the contract has been awarded by the State Highway Commission for the construction of the bridge, and a like installment each year thereafter until the final and full amount of one fourth of the cost of said structure has been paid. The State will also assume the cost of surveys and design, amounting to approximately $11,000.

The contract price was $845,900. Adding to this ten per cent for engineering and contingencies, or $84,590, and $16,200 for steel on hand makes a total estimated cost of $946,690, of which the State's share would be $473,345; each County's share, $236,672.50. Polk County's share would be paid in twelve installments of $19,722.70 each.

Recently Polk County agreed to cooperate on the basis of the structure costing $900,000, making each year's payment $18,750. The payment by Polk County is, therefore, only $972.70 a year or a total of $11,672.50 more than that formerly agreed upon. Polk County gets about $40,000 a year from the Motor Vehicle and Gas Tax Fund and, furthermore, is obligated to probably about $6,000 annually for operating the ferry.

This probably will give you enough information to prepare an amendatory agreement.

R. H. Baldock

RHB:hd

P.S. The contract should state that these figures are approximate only and final adjustment will be made on the basis of the final cost in the same proportion.

FILING

Project
Bridges

DAILY JOURNAL OF COMMERCE

Monday, March 22, 1948

Highway Group Asks Bids On 2214-Foot Span Over Wilamette at Independence

Salem.—The Oregon State Highway Commission is inviting bids for the construction of a 2214-foot bridge spanning the Willamette river at Independence, Ore., and will accept bids until 9 a.m., April 20 at the Imperial Hotel in Portland, H. B. Glaisyer, secretary of the commission, announced.

Work on the jobs will include the following: 4500 c.y. structural excavation; furnish 24,000 l.f. untreated piling; furnish 14,000 l.f. treated piling; drive 145 trestle piles; drive 600 pier foundation piles; 1760 c.y. concrete in piers; 1800 c.y. concrete in deck; 577,000 lbs. metal reinforcement; 512,000 lbs. structural carbon steel; 949,000 lbs. structural low alloy steel; 4500 l.f. metal handrail; 50 M-f.b.m. treated lumber, and miscellaneous work.

Plans and specifications are available from the highway commission, room 319, state office building, Salem, upon payment of $2. Plans will be on file at AGC offices in Portland, Seattle, Spokane, San Francisco, Los Angeles and Boise, and at the Builders Exchange, Portland.

(Advertisement on Page 7)

RECEIVED
FOR FILING

GRANT MURPHY
COUNTY JUDGE

ROY J. RICE
COMMISSIONER

MARION COUNTY, OREGON
COURTHOUSE
Salem, Oregon

Telephone 4420

Const
Projects
Bridges & Tunnels

March 16, 1948

Oregon State Highway Commission
State Office Building
Salem, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

In accordance with an agreement made at a conference between Marion County Court, Polk County Court, and other interested parties in the Independence Bridge, held at the Imperial Hotel, March 12, 1948, we are hereby requesting that advertisement for the construction of the Independence Bridge be made on or about March 29, 1948.

Very truly yours,

Grant Murphy
County Judge

Roy J. Rice
County Commissioner

E. L. Rogers
County Commissioner

COPIES TO COMMISSIONERS
Baldock

RECEIVED
MAR 17 1948
OREGON
STATE HIGHWAY COMMISSION

D 3/11/48 x

H. H. BRANT
FRED SIGGSBY
COMMISSIONERS
W.E.Knower
Commissioner

OFFICE OF

COUNTY COURT OF POLK COUNTY

DALLAS, OREGON

March 16,1948

Oregon State Highway Commission
Salem,Oregon

Gentlemen:

Following our meeting with your Honorable Body,on Friday, March 12th,there was considerable discussion,by the Independence group,in regard to a call for bids on the Independence Bridge. As a result the two county courts of Marion and Polk Counties held a conference.

The Polk County Court wishes at this time to go on record as asking you to call for bids.

Very truly yours,

Herman Van Well
County Judge

H H Brant
County Commissioner

W E Knower
County Commissioner

COPIES TO COMMISSIONERS
Baldock

NOTED
H. B. GLAISYER

RECEIVED
MAR 18 1948
OREGON
STATE HIGHWAY COMMISSION

March 4, 1948

Hon. Grant Murphy
County Judge, Marion County
Courthouse
Salem, Oregon

Dear Judge Murphy:

This will confirm our telephone conversation of a few moments ago regarding your appearance before the State Highway Commission at its next meeting to discuss matters pertaining to the proposed Willamette River Bridge at Independence. It is my understanding that the Marion County Court wishes to appear before the Commission at this meeting regardless of whether or not the County Court of Polk County also attends so I am reserving 15 minutes of time for your convenience.

The next regular meeting is scheduled to be held in Portland on Thursday and Friday, March 11 and 12, 1948. Delegations will be heard on the second day of the meeting, Friday, March 12. I am scheduling your appearance before the Commission at 2:00 p.m. on that day, which I trust is satisfactory.

The meeting place is in the Green Room on the first floor of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ee

cc - Mr. R. H. Baldock

GRANT MURPHY
COUNTY JUDGE

ROY J. RICE
COMMISSIONER

AGENDA
MAR 1 2 1948

MARION COUNTY, OREGON
COURTHOUSE
Salem, Oregon

Telephone 4420

February 24, 1948

REFERRED TO
M. Blair
By Chief Engineer
Ask them if they want to come in at the next meeting.

R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Referring to the Marion - Polk County State Highway bridge agreement and in particular our letter of February 18, 1948.

Mr. Paxton of the Highway Bridge Department advises that the April meeting of the Highway Commission would probably be the last date upon which consideration could be given for a contract for a bridge at Independence with any substantial part of the work being done in 1948.

With this in mind we wish to supplement our letter of February 18 and suggest that a conference be called prior to your April meeting between the Highway Department and Marion and Polk County Courts for further consideration of the advisability of asking for proposals for contracts on this bridge during the year of 1948.

Very truly yours,

Grant Murphy

Grant Murphy
County Judge

GM:rs

2:00 PM Monday, 1948

JOEL H. [illegible]
DATE 3-2-48

RECEIVED
FEB 25 1948
OREGON
STATE HIGHWAY COMMISSION

FILING

Const
Projects
Bridges

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 20, 1948

NOTED
State Highway Engineer

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

I am returning the letter from the Marion County Court concerning the advertising for the Independence Bridge. I talked to Judge Murphy this morning, and he said that he would write you a letter modifying the attached letter and asking for a conference between the Highway Department and the two counties before the April meeting of the Highway Commission, so that some decision could be reached as to the advisability of taking bids on this project at the April meeting.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc W. C. Williams

Attached

GRANT MURPHY
COUNTY JUDGE

ROY J. RICE
COMMISSIONER

Telephone 4420

MARION COUNTY, OREGON
COURTHOUSE
Salem, Oregon

February 18, 1948

R. H. Baldock
State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Referring to your letter of February 16, relative to the increase in the estimated cost of the proposed Independence bridge from $640,000.00 to $900,000.00.

We are somewhat disappointed in the rise in cost of this bridge, however, it has not been unexpected, except we did not expect it to be that much. We have made considerable preparation for the construction of this bridge. We recognize that it is a bridge for which there has long been a need and we believe that our well laid plans for its construction should be completed, and this is your authority for considering us as favorable to the construction at the revised cost.

We do believe, however, that the actual proposals for bids should be deferred for a period of three (3) months or until about the June meeting to give us an opportunity to observe the effect of the present leveling off period and that a conference of the Polk County and Marion County and State Highway Department be called on or about that time to discuss the advisability of proceeding with the construction at that time.

Very truly yours,

Grant Murphy
County Judge

GM:rs

Roy J. Rice
County Commissioner

E. L. Rogers
County Commissioner

RECEIVED
FEB 19 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 19
FOR FILING

Const
Projects
Bridges

February 16, 1948

[illegible] County Court
County Commissioners
Salem, Oregon

Gentlemen:

The estimate given for the construction of the proposed Independence Bridge crossing the Willamette River near the town of Independence, Oregon was $600,000. This is the amount shown in the contract entered into by and between the State Highway Commission, the County of Marion and the County of Polk under which condition the state of Oregon will pay 60 per cent or $320,000 and each county 20 per cent or $100,000. Estimate was prepared in August, 1946 and was based upon a price index of 65 per cent above 1940 prices.

The contracting of bridges both in this state and in other states of the union indicates that the price index is slightly more than 100 per cent of 1940 prices. From the best information available it appears that this bridge will now cost about $800,000 and under the same terms and conditions as set forth in the previous contract the state's portion would be $480,000 and each county's portion would be $225,000. Based upon this new estimate the increase to the state over and above the amount formerly contemplated would be $160,000, the increase to each county $65,000.

I discussed this matter over the phone this morning with two of the Highway Commissioners and while they did not express themselves as to what the state would do, they authorized me to contact each county and find out whether the counties are willing to proceed on this basis. When the full Commission meets a decision will be reached but it is obviously necessary to have the attitude of the other two parties to the contract before the Commissioners determine its position. Of course, it is understood that if agreeable to take bids in the face of this new estimate the cost to the Counties and the Commission would be apportioned upon the final cost of the bridge when completed. After the bids were received each party would be consulted as to the award based upon the bids received at the time they are opened.

Marion County Court - 2 February 24, 1950

Will you please advise us immediately whether Marion County is interested in proceeding and if called upon will be willing to put up the additional money as above stated.

Very truly yours,

R. H. Baldock
State Highway Engineer

HHBcbb
cc: T. H. Denfield
A. W. Schmeer
Sam H. Churchill
W. G. Williams
A. H. Devers
G. S. Paulus

...IVED
...EB 19 19...
...R FILING

Carat
Pinto
Indiga

February 14, 1945

Polk County Court
County Courthouse
Dallas, Oregon

Gentlemen:

The estimate given for the construction of the proposed Independence Bridge crossing the Willamette River near the town of Independence, Oregon was $240,000. This is the amount shown in the contract entered into by and between the State Highway Commission, the County of Benton and the County of Polk under which condition the State of Oregon will pay 50 per cent or $120,000 and each county 25 per cent or $60,000. Estimate was prepared in August, 1944 and was based upon a price index of 05 per cent above 1940 prices.

The contracting of bridges both in this state and in other states of the union indicates that the price index is slightly more than 100 per cent of 1940 prices. From the best information available it appears that this bridge will now cost about $300,000 and under the same terms and conditions as set forth in the previous contract the state's portion would be $150,000 and each county's portion would be $75,000. Based upon this new estimate the increase to the state over and above the amount formerly contemplated would be $120,000, the increase to each county $60,000.

I discussed this matter over the phone this morning with two of the Highway Commissioners and while they did not express themselves as to what the state would do, they authorized me to contact each county and find out whether the counties are willing to proceed on this basis. When the full Commission meets a decision will be reached but it is obviously necessary to know the attitude of the other two parties to the contract before the Commission can determine its position. Of course, it is understood that if agreeable to this bids in the face of this new estimate the cost to the Counties and the Commission would be apportioned upon the final cost of the bridge when completed. After the bids were received each party would be consulted as to the award based upon the bids received at the time they are opened.

[illegible] County Court -- 2

[illegible]

Will you please advise us [illegible] Public County is interested in providing aid if called upon will be willing to put up the additional money as above stated.

Very truly yours

L. L. Baldwin
State Highway Engineer

[illegible]
cc: L. H. Barfield
A. W. Grimsley
Dan L. Chandler
W. G. Williams
J. H. Barnes
G. S. Penson

RECEIVED
MAY 4 1948
FOR FILING

224-1032

May 4, 1948

Macco Corporation
14409 South Paramount Blvd.
Clearwater
California

Gentlemen:

We are sending you today, by express, four copies of contract No. 3009 which was awarded to you by the State Highway Commission on April 30, 1948, covering the Independence Bridge over Willamette River in Marion and Polk Counties.

Please execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the Highway Commission. When this has been done a fully executed copy will be returned to you for your files. We will also send an executed copy to the surety on your bond.

Your special attention is called to the paragraph under Section 7-1.7.18, Page 16, of the printed general provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

We also call your attention to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

Rec'd

RECEIVED
MAY 20 1948
FOR FILING

224 - 1032

3007

Marion County, Oregon
Courthouse
Salem, Oregon
April 23,1948

COPY

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This is to advise that Marion County is agreeable to entering into a contract with the State Highway Commission and Polk County Court for building of a bridge across the Willamette River at Independence, the approximate cost of which will be after deducting the cost of the fills at each end of the bridge, of $368,931.00, and we are agreeable to adjusting the contract between the parties to that extent and to proceed with the construction at once.

Very truly yours,

/s/ Grant Murphy
County Judge

/s/ Roy J. Rich
County Commissioner

/s/ E. L. Bowers
County Commissioner

COPY

Original of this letter is filed with the agreement with both counties

RECEIVED
NOV 6 1946
FOR FILING

124-1032

Salem, Oregon
November 4, 1946

Willamette River Bridge - Independence

Mr. J. M. Devers

I am returning to you the original and four copies of the three-party agreement between the State Highway Commission, Marion County, and Polk County covering construction of the proposed Willamette River Bridge at Independence.

This was approved and signed by the Highway Commission on October 29, 1946. It has also been signed by the Polk County Court, but has not been signed by the County Court of Marion County.

When execution is complete will you kindly return to me the original of this agreement for the Commission's records and files. I would appreciate an extra signed copy for delivery to the Secretary of State as the assignment on the part of Polk County of a portion of its share of the state highway funds that are distributed annually by the Secretary of State is covered therein.

Thank you.

Secretary

EEG:ee
Attchs.

FORM E-20 20M 4-45

Agenda D 10/29/45

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1945

SUBJECT: Willamette River Bridge at Independence No. 5789

To: Mr. C. B. McCullough
Assistant State Highway Engineer
O f f i c e

NOTED
State Highway Engineer

L

Dear Sir:

We have made an estimate of the cost of the bridge across the Willamette River at Independence based upon using steel trusses for the main river spans and composite pile trestle approaches. Our estimated cost of this structure is $440,000.

In 1943 Mr. Smith estimated the cost of grading and surfacing the approach on the east bank of the river, from the end of the bridge through the hopyard to a connection with the present road near the railroad undercrossing, as $109,000. This does not include any right of way, nor does it include work on the west bank of the river. At this time we were contemplating a structure on the extension of the Monmouth road to Independence.

I understand now that the present plan is to build the bridge at the site of the ferry and to make some sort of a traffic connection which will involve quite extensive right-of-way purchase in Independence, and that we would connect with the existing road near the east end of the bridge. No survey has been made, nor has any detailed estimate been worked out. Mr. Smith says that the work will cost somewhere in the neighborhood of $150,000, including the traffic connection on the west. This would make the total project about $600,000.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM

D

October 26, 1945

County Court of Marion County
Courthouse
Salem, Oregon

Gentlemen:

This acknowledges receipt of your letter of October 24, with respect to the financing of the proposed bridge across the Willamette River at Independence.

I shall be pleased to see that it is brought to the attention of the State Highway Commission at the earliest opportunity.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HEG:cm

J. E. SMITH
COMMISSIONER

GRANT MURPHY
COUNTY JUDGE

ROY J. RICE
COMMISSIONER

AGENDA
OCT 29 1945
D

MARION COUNTY, OREGON
COURTHOUSE
Salem, Oregon

Telephone 4420

October 24, 1945

RECEIVED
OCT 26 1945
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There is pending before your commission a proposal that a new highway bridge be built over the Willamette River between Marion and Polk County at Independence, Oregon, through the combined use of County, State, and perhaps federal funds.

A conference was held yesterday between Polk and Marion County Courts and it has been tentively agreed that the County Courts will support this proposal to the extent of substantially one-half of the cost less whatever federal funds may become available with the understanding that the approximate cost of the bridge will be about $300,000 assuming that the project can be financed and amortized over a period of years where it will not draw to heavy upon funds of the counties involved in any one year.

This is to advise that Marion County is ready to enter into negotiations with the State Highway Commission for a plan to support and finance whatever may be decided as approximately one-fourth of the costs of said bridge and urge your honorable body to take a favorable action at an early date.

Very truly yours,

Grant Murphy
County Judge

J. E. Smith
Commissioner

Roy J. Rice
Commissioner

Copy to: Banfield
Schaupp
Chessman
Baldock
McCullough
Devers

ACKNOWLEDGED
H. B. GLAISYER

GM;mjm

5:15 PM
Oct 24

D

AGENDA
OCT 29 1945
D

October 23, 1945

Delegation
October 29, 1945

Mr. R. H. Baldock
State Highway Engineer

OFFICE

Dear Sir:

A delegation consisting of the County Courts of Marion and Polk Counties, and including Senator Dean Walker of Independence, will appear before the State Highway Commission at 3:15 p.m. on Monday, October 29, 1945, to discuss a proposed agreement with the Commission covering the financing of the Willamette River Bridge at Independence.

Very truly yours,

Secretary

HDB:ce

cc - Mr. C. H. McCullough
Mr. J. H. Dovers

3:15 PM
Oct 29

D

(EXCERPT FROM MINUTES OF JULY 9, AUGUST 30 and 31, and SEPTEMBER 24, 1945)

Portland, Oregon
July 9, 1945

Senator Dean H. Walker and his brother, Mr. R. M. Walker, both of Independence, came before the Commission regarding the construction of a bridge across the Willamette River at Independence. Senator Walker made an urgent plea for the construction of this bridge and advised that both Marion County and Polk County will contribute county funds to help defray the cost involved. He suggested that both counties are willing to enter into an agreement with the State Highway Commission relative to the payment of the county shares whereby, if the state will pay the costs in the first instance, the counties will reimburse the state for their respective shares of the expenditures by assigning a portion of the state funds that they receive annually. The question arose whether or not, if the Commission approved the bridge construction, the Commission would then be obligated to construct the road approaches to the bridge, particularly on the Marion County side of the river. In this connection Chairman Banfield stated that if the counties are willing to pay a portion of the cost, the Highway Commission would give the matter a thorough study before approving or disapproving the project, but the Highway Commission would not want to be obligated to build the road after the bridge is constructed. As a result of further discussion, the Commission instructed the Engineer to render a detailed report on the subject, it being understood that when the report is rendered a meeting with both county courts would be arranged.

Portland, Oregon
August 30 and 31, 1945

Request for construction of a bridge across the Willamette River at Independence: The Engineer advised that according to Senator Dean Walker the two counties concerned, Marion and Polk, will pay fifty per cent of the cost of this structure, which is estimated at $600,000; also, there is a question where the bridge should be located, which cannot be decided until a survey has been made. Chairman Banfield expressed his approval of the project if the counties will enter into a written agreement to pay one half of the costs involved, and provided the total cost does not exceed $600,000. Commissioners Schaupp and Chessman concurred. The Chief Counsel was thereupon instructed to prepare a form of agreement covering the matter for submission to the two counties for acceptance.

Portland, Oregon
September 24, 1945

The Engineer reported briefly on the request of Senator Dean Walker, et al, for construction of a bridge across the Willamette River at Independence.

He advised that the action taken by the Commission at a previous meeting has been conveyed to the sponsors of this project who, he understands, are now considering the Commission's proposal with respect to the financing of the structure.

Scheme "A"

Feb 18, 1941 Dr. No. 5789

RECEIVED
JUL 31 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

224-1032

July 30, 1946

Honorable Herman Van Hall
County Judge of Polk County
Dallas, Oregon

Dear Judge Van Hall:

I have been trying for two days to call you on the telephone, but have not succeeded in reaching you by that means; therefore, am writing this letter, the purpose being to arrange a meeting at the Independence City Hall next Friday, August 2, at 10:00 a.m.

The County Court of Marion County and the city officials of Independence will be present to discuss both the location and the financing of the proposed bridge across the Willamette River at Independence, and it is desired that the Polk County Court also be present.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Marion County Court
Mr. M. J. Miller

RECEIVED
JUL 27 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1946

SUBJECT: Independence Bridge
No. 5789

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Sir:

We have completed our preliminary estimates on the two proposed bridge sites at Independence. The site at "C" Street (ferry location) is estimated to cost $523,500 net, without percentages for contingencies and engineering. The site south, or upstream, from Independence is estimated to cost $518,000 without percentages for contingencies and engineering. These two estimates are so nearly the same that, in view of their preliminary nature, the two structures can be assumed as identical in cost.

The site south of Independence has the advantage in that the navigable channel is far enough away from the west bank of the river that we can use a 4.3% grade with a 1,200' vertical curve in securing adequate clearance for navigation. At the "C" Street site we are forced to use a six per cent grade with a 1,200' vertical curve to secure the same clearance.

The site upstream from Independence does not lend itself to a symmetrical arrangement of spans. The main span over the navigable channel will be at the easterly site of the main river channel. At the "C" Street site we do obtain a symmetrical arrangement. This is not important except from the standpoint of appearance, where a slight advantage should be given to the "C" Street site.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP GM
cc H. G. Smith

RECEIVED
JUN 25 1946
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1946

SUBJECT: Proposed Bridge at Independence

To: C. B. McCullough
Office Building

In line with your inter-office letter of December 18, we have completed a spot origin-destination survey of the Independence area in order to arrive at traffic volume expectancy on proposed Independence bridge.

I transmit herewith report on the subject. Report as submitted covers traffic volume phase only with no attempt to compute benefits, solvency quotients, etc., in that I presume Mr. Smith will probably handle this phase of the study.

F. B. Crandall
Acting Traffic Engineer

FBC:jh
attachment
cc to H. G. Smith
G. S. Paxson

LOS ANGELES

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division

INDEPENDENCE ORIGIN - DESTINATION STUDY

Introduction:

This study was made so that the traffic which would potentially use an inter-county bridge if constructed in the vicinity of Independence could be determined. The development of this traffic is necessary so that an economic analysis can be made which would include the ordinary mileage element benefits, time element benefits and in addition the special saving in time due to the elimination of the ferry.

In addition to determining the traffic which would be diverted to the proposed bridge, an additional increment of traffic known as "generated traffic" is to be determined. The development of these two increments of traffic, coupled with the existing local traffic are presented hereinafter in tabular form. This report does not treat with the details or mechanics of evolving all of the exact data other than to generally outline the procedure of operation and computation.

Field Operations:

On Thursday, February 14, 1946 between the hours of 8 a.m. and 4 p.m. license numbers of in and out bound vehicles (with relation to the City of Independence) were recorded in the Monmouth, Independence and Salem areas. At the same time as these license recording stations were operating, two control stations were counted for a 24-hour period on Thursday, February 14; Saturday, February 16; and Sunday, February 17. The two control stations counted were at the junction of the Salem-Dallas Highway with the Independence Highway (ORE22 and ORE51) and at the intersection of Main and Monmouth Streets in the City of Independence. In addition to these two control stations, a two-weeks' count was taken on the Independence Ferry from Tuesday, February 12th to Monday, February 25th, inclusive.

Analysis:

The data obtained at the license recording stations were transferred to Holerith Tabulating Machine Cards, a card being made for each vehicle observed at the several stations. These detail cards were brought together by license number, time, station, etc. and a summary card was made and from these summary cards it was possible to determine the number of trips which would be potentially divertable to a proposed inter-county bridge at Independence.

Factors were obtained from the control stations and the sample was adjusted to a February A.D.T. and through the use of the relationship of the month of February to the A.D.T. for the year 1941, a projected 1946 A.D.T. was computed for each of the several stations. On the basis of the sample, the percentage of thru or divertable traffic was determined at each station and these percentages in turn were applied to the 1946 A.D.T. for each of the several classifications of vehicles.

The two-weeks' count on the ferry was averaged and adjusted through the use of the aforementioned control stations to a 1946 A.D.T. An estimate of the maximum traffic which would use the ferry during hop season would be approximately 200% of the A.D.T. In conjunction with the counts made on the ferry, a study of the average time per crossing was determined. The results of this study are tabulated hereinafter under conclusions.

Conclusions:

1. The percentage of total traffic at the several stations that would be potentially divertable to a proposed bridge is as follows:

Location	% Divertable
US99W - Monmouth Leg	11.4
US99W - Corvallis Leg	29.5
Independence - Granger Road	7.9
ORE51 at N. limits of Independence	31.1
West Salem Bridge	9.4

2. The traffic which would use a proposed structure is composed of the following increments:

1. Local Traffic
2. Thru Local Traffic
3. Thru Diverted Traffic
4. Generated Traffic

Local traffic comprised those vehicles which had an origin and/or destination in the immediate vicinity of Independence and did not pass through the cordon of stations which surrounded the Monmouth, Independence, Salem area. Thru local traffic comprised that increment of vehicles which had an origin and/or destination as mentioned above for local traffic but did pass through one of the cordon stations in the Monmouth - Independence area but did not pass through the cordon stations in the Salem area. Thru diverted traffic comprised those vehicles which had an origin and/or destination outside the limits of the cordon or in other words moved between one of the cordon stations in the Monmouth - Independence area and those stations in the Salem area. Generated traffic is different from the foregoing types of traffic which already exist in that generated traffic is traffic which would use a proposed bridge for any one of several reasons such as convenience, time saving, curiosity, etc. As a basis for determining the percentage of generated traffic, reference is made to Technical Bulletin No. 1, Oregon State Highway Department, "Report on Trans-Columbia River Inter-state Bridge Studies", Division II, Article 19. In addition to these foregoing definite increments of traffic, a fifth group of vehicles were, in the instance of this particular study, segregated from all other types of traffic. These vehicles comprised gravel trucks which operated from a gravel pit on the east side of the river and the gravel plant on the west side of the river.

The following tabulation shows the vehicles which would use a proposed bridge if and when it is constructed. The volumes are for a 1946 A.D.T. (projected).

Classification	Local	Thru Local	Thru Diverted 1/	Sub-Total	Generated	Grand Total
Pass. Cars Ore.	142	16	94	252	116	368
" " Foreign	-	-	6	6	1	7
Light Trucks	34	4	9	47	27	74
Heavy "	-	-	3	3	-	3
Trucks and Semi-Trailer	-	-	2	2	-	2
Trucks and Full-Trailer	-	-	-	-	-	-
Busses	-	-	4	4	-	4
Sub-Total	176	20	118	314	144	458
Gravel Trucks	22			22	2/	22
Grand Total	198	20	118	336	144	480

1/ The thru diverted traffic is 20% of the potentially divertable traffic as determined at the several stations.
2/ Indeterminate on a percentage base.

3. In order to develop a distribution of thru diverted traffic by sources of origin and/or destination, it was necessary to determine the percentage that each of the four highways leading into Independence from the north, west and south contributed to the traffic diverted to the bridge. These percentages are as follows:

Origin and/or Destination	%
Monmouth - Salem	24.6
Corvallis - Salem	30.5
Buena Vista (Polk Co.) - Salem	10.1
Independence - Salem	34.8
	100.0

4. The following tabulation presents the average river crossing times as segregated between waiting, loading, crossing and unloading time. The figures as given are for a one-way trip:

Item	Time in Minutes
Waiting	6.0
Loading & Unloading	2.1
Crossing	4.2

The basic data used in this study is on file in the office of the Traffic Engineer and it was not felt advisable to present the multitude of inter-related tables in this report.

JAH:lim
March 22, 1946

RECEIVED
DEC 19 1945
FOR FILING

Salem, Oregon
December 18, 1945

Mr. R. H. Baldock
Mr. C. H. Purdom
Mr. T. E. Churchill

I just discussed with Mr. Baldock the recommendations covering the Willamette River bridge at Independence. I believe that the choice of location narrows down to two, to wit: Kosmata Street, and "F" Street, the latter being the present ferry location.

The choice between these two lines is probably going to be a rather close one, and in order to make an intelligent comparison, we should have very careful consideration given to, and also estimates of right of way costs for the two lines, including the block necessary for traffic interchange facilities at the "F" Street location is eligible.

In addition to the recommendations covering, we should have a complete economic analysis worked out. This economic analysis should include the ferry mileage element benefits, and these element benefits, and in addition, the special saving in time due to the elimination of the ferry.

In computing the mileage problem, consideration should be given to the increase in revenue due to generated traffic; that is to say, the traffic increase which will result from the replacement of the present ferry facility by a bridge structure. This factor was taken into consideration in our Columbia River Interstate bridge studies, and the economic analysis of the Independence structure should be handled in the same way.

In addition to the above, the present annual cost and also the probable future annual cost of operating the present ferry (including interest and amortization on capital investment) should be ascertained, and this item applied as an offsetting charge against the annual cost of the new project (capital cost plus maintenance and plus operation cost). In other words, any savings which accrue by virtue of the elimination of the ferry should not be included as a benefit item, but rather as offsetting the annual cost of the new facilities.

In addition to the above, I think that one of you should ascertain the amount which each of the counties (Polk and Marion) receive annually from the Motor Vehicle Fund. This information will assist us later in determining the application of a cooperative agreement between the State and the two counties.

Mr. E. S. Smith
Mr. S. S. Fuqua
Mr. F. E. Grundell

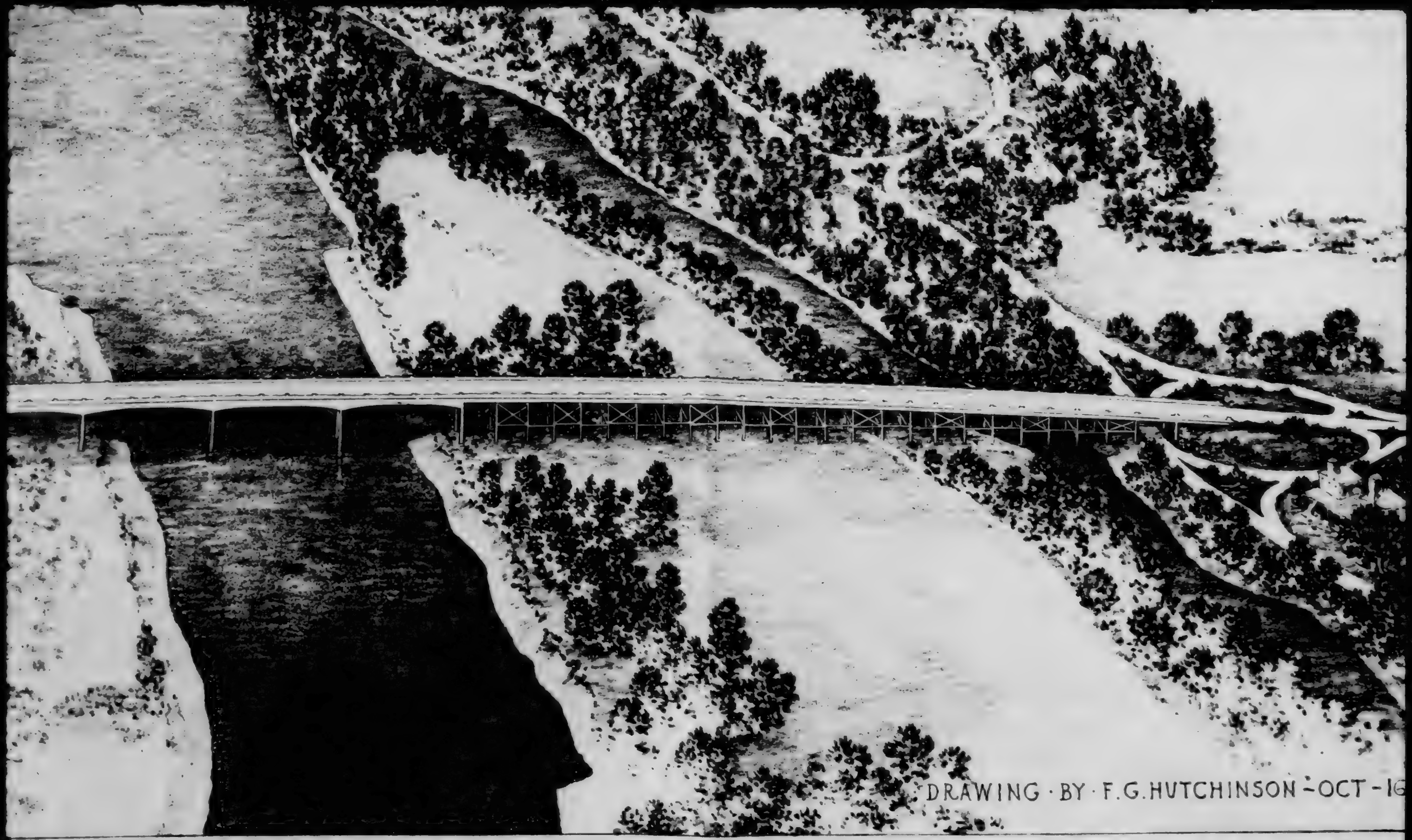
November 14, 1941

It might also be well for Mr. Grundell to be working up a few tentative sketches in regard to suitable [illegible] buildings, preliminary to submission to the WPB Branch Committee.

I would also like to discuss bridge design types with Mr. Grundell

G. E. Hollaugh

GEH:mj
cc: Mr. E. E. Goldbach



RIVER · BRIDGE · AT · INDEPENDENCE · OREGON

SED · WILLAMETTE · RIVER · BRIDGE · AT · INDEP

· PROPOSED · WILLAMETTE · RIVER · BRI

3-1110 Oregon City-New Era Section 1948
of Pacific Highway East
#3010 Folder #2

RECEIVED
OCT 6 1950
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

3-1110

3010

GMO-41702

October 3, 1950

RECEIVED
OCT - 5 1950
LEGAL DEPT.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

2207

Dear Sir:

In connection with reconstruction and relocation of highway between Canemah and New Era, certain property was exchanged by Southern Pacific with State of Oregon. Mr. Stermer of the local Highway Department contacted this office concerning parcel conveyed to Southern Pacific Company and recorded in Book 412, Page 661, Record of Deeds, Clackamas County, Oregon. In plotting this property on highway maps, he was unable to accurately locate the parcel. Investigation showed that this parcel was referenced to a DLC corner of the Milton Brown Donation Land Claim No. 38. Reference tie was calculated from the location of this corner as indicated in Southern Pacific Company's record.

Review of this location with your local office showed this was incorrect. Our engineer, together with your office, finally located actual corner and description was rewritten.

Attached is a proposed correction deed together with three additional copies which now accurately describe property in question. Will you please arrange to have this document executed and acknowledged on behalf of State of Oregon returning same to us for further handling. Additional copies are for use in your file.

Yours truly,

L P Hopkins

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

NOTED
W. C. WILLIAMS

No. 32072

ASSIGNMENT

October 4, 1950

Description: Letter of October 3 by L. P. Hopkins of S. F. Co. attaching two copies of proposed correction deed in connection with reconstruction & relocation of hwy. between Capemah & New Era

Acknowledged by _____ Referred to Smith

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _____ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed _____ Report received _____

Remarks: If description is OK, forward to Cooper for further handling.
WCW

to Cooper 10/4/50 Description OK'd by McCollister. All data forwarded

RECEIVED
APR 10 1950
FOR FILING

R.H. Baldock
March 27th, 1950

Contract #3010
Oregon City-New Era

FINAL COST ANALYSIS
Grade, Surface & Pave
Warren-Northwest Inc., Contractor
R. L. Porter, Resident Engineer

Prefix 3-1110
Pacific Highway East

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*Clearing & Grubbing	100%		$	$	$8,695.24	$8,000.00
*Removal of Pavement	2,669.36	Cu. Yd.	0.30	0.60	800.52	1,601.62
* " " Curbs	342.5	Lin. Ft.	0.26	0.30	91.02	102.75
* " " Inlets	31	Each	17.53	20.00	543.50	620.00
* " " Misc. Concrete	59.26	Cu. Yd.	2.17	5.00	128.39	296.30
* " " Masonry Handrail	957	" "	0.89	0.70	851.57	669.90
*Salvaging Guard Rail	2,366	Lin. Ft.	0.20	0.35	479.71	828.10
ø*Structural Excavation	1,414.29	Cu. Yd.	2.80	5.00	3,962.43	7,071.45
*Gen. Exc., Loc. "A", Unclassified	27,485.1	" "	0.78	1.50	21,458.80	41,227.65
*Gen. Exc., Loc. "B", Unclassified	2,258.54	" "	1.87	2.00	4,218.15	4,517.08
*Gen. Exc., Loc. "C", Unclassified	66,771.42	" "	2.06	2.40	137,723.67	160,251.41
*Short Overhaul	137,174.2	Yd. Sta.	0.013	0.02	1,783.26	2,743.48
*Long "	11,350.5	C-Yd. Sta.	0.50	0.50	5,675.25	5,675.25
*Rounding Cutbanks	1,940	Lin. Ft.	0.11	0.20	209.60	388.00
*Finishing R/B & Slopes	5.33	Mile	756.56	700.00	4,032.58	3,731.00
ø8" Sewer Pipe	1,088.5	Lin. Ft.	0.76	1.00	826.84	1,088.50
*8" Perf. Metal Drain Pipe	650	" "	1.64	1.75	1,069.33	1,137.50
*12" Perf. Metal Pipe	250	" "	2.33	2.30	583.60	575.00
*18" Perf. Metal Pipe	280	" "	3.12	3.40	874.31	952.00
*12" Corr. Metal Pipe	282	" "	1.78	2.25	503.01	634.50
*36" Ext. Str. Metal Pipe	122	" "	9.58	12.00	1,168.85	1,464.00
*12" Concrete Pipe	601	" "	1.38	1.70	827.13	1,021.70
*18" Concrete Pipe	484	" "	2.84	2.90	1,372.65	1,403.60
*30" Concrete Pipe	81	" "	5.85	6.00	474.06	486.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
*36" Concrete Pipe	64	Lin. Ft.	$6.42	$7.50	$411.44	$480.00
∅*Extra for Installing Pipe Under Pavement	482	" "	1.28	3.00	618.82	1,446.00
*Rock Backfill in Drains	204	Cu. Yd.	4.22	4.50	860.04	918.00
*Salvaging Culvert Pipe	56	Lin. Ft.	2.33	2.00	130.38	112.00
∅Spec. Conc. Catch Basins	13	Each	58.67	55.00	762.79	715.00
∅Concrete Inlets	27	"	51.78	70.00	1,398.11	1,890.00
∅Adjustment of Manholes	10	"	35.29	60.00	352.86	600.00
∅Concrete Curbs	123.87	Cu. Yd.	38.81	45.00	4,807.62	5,574.15
∅Concrete Gutters	299.09	" "	29.90	45.00	8,943.18	13,459.05
∅Concrete Driveways	393.51	Sq. Yds.	3.49	4.00	1,375.29	1,574.04
∅Concrete Walks	1,092.56	" "	2.88	3.00	3,147.52	3,277.68
∅Cem. Rubble Masonry Walls	132.85	Cu. Yd.	59.60	50.00	7,917.83	6,642.50
∅ " " " Parapets	768	Lin. Ft.	7.11	9.00	5,458.00	6,912.00
∅Spring Bracket Guard Rail with Concrete Posts	2,220	" "	4.34	3.50	9,624.71	7,770.00
∅Wood Sight Posts	40	Each	8.18	15.00	327.03	600.00
#Shoring, Cribbing Etc. for Stairs and Walls	100%				213.64	1,500.00
#Struct. Exc. for Stairs and Walls	550.59	Cu. Yd.	2.66	4.00	1,466.58	2,202.36
#Class "A" Concrete in Stairs and Walls	175.6	" "	46.18	50.00	8,108.37	8,780.00
#Metal Reinforcement in Stairs and Walls	20,816	Lb.	0.086	0.11	1,779.94	2,289.76
#Shoring, Cribbing Etc. for Partial Viaduct	100%				272.64	3,400.00
#Struct. Excavation for Partial Viaduct	633.45	Cu. Yd.	7.15	6.00	4,529.17	3,800.70
#Struct. Exc. for Partial Viaduct Below Exc. Shown	14.35	" "	7.15	6.00	100.89	86.10
#Class "A" Concrete in Partial Viaduct	331.0	" "	54.22	65.00	17,948.38	21,515.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
#Metal Reinf. in Viaducts	63,219	Lb.	$0.087	$0.11	$5,489.54	$6,954.09
#Shoring, Cribbing Etc. in Bridge	100%				13,291.61	18,000.00
#Struct. Exc. for Bridge	162.28	Cu. Yd.	10.70	15.00	1,737.51	2,434.20
#Struct. Exc. for Bridge Below Exc. Shown	12.32	" "	12.86	15.00	158.44	184.80
#Furn. Steel Foundation Piling	1,338.5	Lin. Ft.	2.59	5.00	3,466.72	6,692.50
#Drive Piles (660.5')	34	Each	56.33	90.00	1,915.45	3,060.00
#Class "A" Concrete in Bridges	440.69	Cu. Yd.	76.96	68.00	33,917.11	29,966.92
#Metal Reinf. in Bridges	87,988	Lb.	0.086	0.11	7,523.73	9,678.68
#Metal Handrail	546	Lin. Ft.	7.58	11.00	4,140.56	6,006.00
#3"-0" Material in Base	24,022.5	Cu. Yd.	2.32	2.60	55,612.09	62,458.50
#3/4"-0" Material in Base	9,555.5	" "	2.32	2.90	22,120.98	27,710.95
#3/4"-0" in Binder Course	402	" "	3.48	4.00	1,398.57	1,608.00
#Sprinkling	377	M-Gal.	1.67	3.50	629.22	1,319.50
#Class "B" Asphaltic Concrete	35,808.69	Ton	5.27	5.75	188,785.04	205,899.97
#RC-3 in Binder Course	53.37	"	34.18	40.00	1,824.23	2,134.80
*PA #1, Extra Clearing & Grubbing	0.78	Acre	234.10	200.00	182.60	156.00
*PA #2, Perf. Conc. Tile	1,235	Lin. Ft.	0.68	0.80	837.22	988.00
#PA #3, Class "B" Asphaltic Concrete	97.49	Ton	6.34	8.00	618.09	779.92
#PA #4, Splice Steel Piling	43	Each	55.61	57.00	2,391.62	2,451.00
PA #5, Paint Adjustment in Favor of State	45	Gal.		1.25		- 56.25
#PA #6, Additional Cost of Furnishing Piles	678	Lin. Ft.	1.33	2.33	899.20	1,579.74
#PA #6, Additional Cost of Driving Piles	678	" "	2.90	1.56	1,968.83	1,057.68
#PA #7, Cement Adjustment in Favor of Contractor	52.33	Bbl.		3.20		167.14
Force Account					8,115.21	9,099.99
					$635,928.31	$742,363.26

	Warren-Northwest	K. F. Jacobsen	E. C. Hall Co.	Total
Gross Revenue	$362,892.81	$248,435.66	$131,034.79	$742,363.26
Total Cost	323,472.91	200,[illegible]	111,890.03	635,928.31
Net Profit	$ 39,419.90	$47,[illegible]70.29	$ 19,144.76	$106,434.95
% Net Profit	10.9%	$19.3%	$17.9%	14.3%

*Work done by K. F. Jacobsen
ØWork done by Warren-Northwest
#Work done by E. C. Hall

Oregon City-New Era
Warren-Northwest

Detail of Cost

Labor:					
Supervision				$4,375.00	
Labor				73,667.90	
State Industrial Accident Insurance				1,657.53	
Unemployment Insurance				1,982.17	
Social Security				780.43	
					$82,463.03
Material:					
8" Sewer Pipe	1,089	lin. ft.	at $0.33	$359.37	
Transit Mix Concrete	724.75	cu. yd.	" 11.10	8,039.83	
RC-3 Asphalt, Including Freight	53.37	ton		1,334.25	
86-100 Asphalt Including Freight	2,554	ton		63,431.94	
Pit Run Gravel for Plant Aggregate in Trucks at Knox Pit	24,614	cu. yd.	" 0.30	7,384.20	
Inlet Grates and Frames	27	each	" 22.50	607.50	
Wood Sight Posts	40	"	" 1.58	63.20	
Guard Rail Materials				5,764.72	
Class "B" Asphaltic Concrete Purchased	102	ton		510.00	
Materials Used on Force Account				730.00	
					$8,225.01
Equipment Rental & Miscellaneous Expense:					
Equipment Rental, Owned				$67,886.00	
" " , Hired				685.72	
Hired Trucks				26,832.43	
Gas, Oil & Grease				14,264.68	
Asphalt Plant Setup Supplies				754.64	
Crushing " " "				617.34	
Miscellaneous Supplies & Small Tools				5,518.10	
Lumber				296.99	
Move In, Freight & Cartage				1,627.46	
Public Liability & Property Damage				7,827.57	
Field Office Expense				1,250.09	
P.U.C.'s				327.80	
Home Office & General Overhead				10,886.78	
Explosives & Drill Steel				2,106.40	
Masonry Supplies				401.71	
Bond				2,727.42	
					144,011.13

Carried Forward		$314,699.17
Payments to Masons:		
Cement Rubble Masonry Walls	$5,008.14	
" " " Parapets	3,765.60	
		8,773.74
Warren Northwest - Total Cost		$323,472.91

Oregon City-New Era
K. F. Jacobsen

Detail of Cost

Labor:

Supervision	$10,101.50	
Labor	78,276.50	
State Industrial Accident Insurance	2,260.41	
Unemployment Insurance	1,767.56	
Social Security	883.77	
		$93,289.74

Materials:

8" Perf. Metal Pipe	650 lin. ft.	at	$1.07	$695.50
8" Bands	32 each	"	1.54	49.28
12" Perf. Metal Pipe	250 lin. ft.	"	1.46	365.00
12" Bands	12 each	"	1.73	20.76
18" Perf. Metal Pipe	280 lin. ft.	"	2.09	585.20
18" Bands	14 each	"	2.99	41.86
12" Corr. Metal Pipe	282 lin. ft.	"	1.38	389.16
12" Bands	14 each	"	1.73	24.22
36" Ext. Str. Metal Pipe	122 lin. ft.	"	7.32	893.04
36" Bands	6 each	"	7.37	44.22
8" Perf. Conc. Pipe	1,235 lin. ft.	"	0.35	432.25
12" Concrete Pipe	601 lin. ft.	"	0.78	468.78
18" " "	484 " "	"	1.59	769.56
30" " "	81 " "	"	2.99	242.19
36" " "	64 " "	"	3.97	254.08
Cr. Gravel Backfill	204 cu. yd.	"	2.75	561.00
36" x 8" Elbow 45°	1 each	"	39.10	39.10
36" x 8" Tee	2 "	"	27.33	54.66
				5,929.86

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$25,042.00	
" " , Hired	17,691.55	
Hired Trucks, Not Including Drivers	16,817.64	
Gas, Oil and Grease	8,425.56	
Explosives	3,806.52	
Drill Steel	3,383.63	
Miscellaneous Supplies and Small Tools	2,732.12	
Barricades	808.82	
Move In, Freight and Cartage	922.74	
Public Liability and Property Damage, General	4,621.64	
Liability and Property Damage, S.P.R.R. & Western Union P.U.C.	1,969.24	
Bond	365.52	
Payments to Warren-Northwest and E. C. Hall for Work Performed	1,522.27	
Home Office and General Overhead	857.15	
	12,379.37	
		101,345.77
K. F. Jacobsen - Total Cost		$200,565.37

Oregon City-New Era
E. C. Hall Co.

Labor:			
Supervision		$4,500.00	
Labor		44,218.54	
Labor Insurance		3,850.31	
			$52,568.85
Materials:			
Transit Mix Class "A" Concrete	1,013.5 cu. yd.	$10,811.04	
Transit Mix Standby Time		230.89	
Steel Piling	19,424 lbs. at $0.05	971.23	
" "	37,793 " " 0.0825	3,117.92	
Metal Handrail	546 lin. ft. at $5.05	2,760.00	
Reinforcing Steel	172,023 lbs. at $0.0588	10,114.95	
Copper Water Stop		182.00	
			28,188.03
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$4,296.00	
" " , Hired		2,763.96	
Gas, Oil and Grease		1,641.67	
Lumber		5,744.69	
Miscellaneous Supplies and Small Tools		5,060.77	
Freight and Cartage		984.22	
Bond		864.14	
Public Liability and Property Damage		1,094.59	
Share of Traffic Control Cost		392.00	
Home Office and General Overhead		4,609.82	
			27,451.86
Payment to Mercer Steel Co. for Placing Reinforcing Steel			3,681.29
Total Cost - E. C. Hall Co.			$111,890.03

Oregon City-New Era

Breakdown of Asphaltic Paving Cost

	Total	Quantity	Unit	Unit Cost
Move In & Set Up	$5,145.23	35,804.18	Tons	$0.144
Aggregates & Muck Sand	46,690.14	"	"	1.304
Cost of 86-100 Asphalt	63,431.94	"	"	1.772
Feeding Plant	2,902.55	"	"	0.081
Heating, Mixing & Batching	26,235.56	"	"	0.733
Overhead & Proratable Expense	14,387.98	"	"	0.402
Cost at Plant	$158,793.40	35,804.18	Tons	$4.436
Haul to Street - Av. Haul 1½ Mi.	12,667.23	35,804.18	Tons	0.353
Street Cost	17,942.50	35,804.18	Tons	0.501
Total	$189,403.13	35,804.18	Tons	$5.290

3,000-Lb. batch plant.
Operated 477 hours and produced 74 tons per hour.
Gravel for aggregate purchased for $0.30 loaded in trucks and hauled to crushing plant stockpile for $0.60 per cu. yd.
Asphalt hauled by tanker from Portland, a distance of 22 miles.
86-100 Asphalt - $21.00 per ton f.o.b. refinery at Portland.

Oregon City-New Era

Remarks:

This project required the widening, paving and structural work on a 5.33-mile section of the Pacific Highway East. The contract was bid on March 11th, 1948, awarded on May 5th, 1948, and completed on June 18th, 1949.

Grading Work

The grading, which was subcontracted to K. F. Jacobsen, was divided into three sections, "A", "B" and "C". The excavation on Location "A" was mainly common material divided between widening of existing cuts and shallow excavation along the shoulders of the old pavement. Haul was paid extra. A 3/4-yard shovel and light trucks handled the material from the cut widening, and a rented Athey loader was used on the shoulder work. Although the cost of the Location "A" work was quite high, the contractor had a high bid price and made a good profit on this excavation item. Location "B" contained intermediate material which was moved with shovel and trucks. Location "C" consisted of widening rock cuts of which some were quite close to the Southern Pacific Railroad tracks. Special care was required in shooting and heavy movable bulkheads constructed on skids were used to prevent rock falling on the railroad. Controlled shooting and expensive finishing work on the slopes, as well as low shovel output, made the Location "C" excavation an expensive item. A 1-3/4 yard shovel loaded into 8-yard trucks, and the 3/4-yard shovel was used for part of the work. Most of the excavation was in excess of fill requirements, and the rock suitable for crushed rock surfacing was stockpiled near the crushing plant. The cost of hauling Location "C" material was included in the excavation item. Due to a high bid price, the grading subcontractor made an excellent profit on very difficult work.

Crushed Rock and Asphaltic Concrete Surfacing

The prime contractor performed the miscellaneous concrete items, such as curbs, gutters, manholes etc. and the crushed rock and asphaltic concrete surfacing.

Transit Mix concrete secured from Ross Island was used for the miscellaneous concrete work, and the contractor made a fair profit on most of the items.

A 4-crusher plant was set up adjacent to the mid point of the job for the production of surfacing rock and plant aggregate. The plant was operated 1,374 hours and produced a total of 59,362 cu. yds., at an average of 43 cu. yds. per hour. Some of the rock came from the excavation material, some was secured by daylighting a rock cut where the quarrying was done by the prime contractor, and most of the plant aggregate was produced from gravel hauled from a private pit near Gladstone. The cost of surfacing rock was high due to low plant production and to considerable rehandling cost. Due to the nature of construction on the project, it was seldom that prepared grade was ready for continuous placing of surfacing. However, despite the high cost, the prices were favorable, and the contractor made a good profit on the surfacing items.

Asphaltic concrete was produced with a 3,000-lb. batch plant situated adjacent to the crushing plant. The plant operated 477 hours and produced at the rate of 74 tons per hour. Asphalt was hauled by both hired and owned transports from the refinery in North Portland. A Barber-Greene paved spread the material on the road.

Although production on the surfacing work was below average for the equipment used, the bid prices were adequate to permit a good profit.

Structures

The partial viaduct, stairs and walls and the widening of the Parrot Creek bridge were subcontracted to the E. C. Hall Co. A 3/4-yard shovel equipped with a clamshell bucket was used for structural excavation, and a pile driver was assembled on the job to drive the falsework and steel piling. Ross Island Transit Mix was used for all the concrete items.

All the contractors on the project made a good profit although insurance costs were high and the handling of traffic was expensive even with the detour provided by the State. The necessity of part-time routing of heavy through traffic and providing for the local traffic which originated on the section itself, interfered with efficient prosecution of the work. However, the bid prices were high enough to compensate for the traffic expense, and the extra hazards of the work.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

B. Office Copy

Salem, Oregon May 2, 1950

STATE OF OREGON,

To Southern Pacific Company, Dr.

San Francisco 5, California

Project Canemah-New Era — Highway Comm. Agreement No. H.E. 122

Sub-Division No.

Ry. Company's Agreement No. 78878 — Estimate No. 2 Final

Period Covered May 1948 to May 1949 inclusive — Prefix & Acct. No. 3-1110-283

Item	Total Amount To Date	Previous Amount	Present Amount
Bill No. 415108 May to Sept. 1948	5,881.19	5,881.19	
414797 Oct. 1948	1,087.50	1,087.50	
415019 Nov. to Dec. 1948	211.71	211.71	
415852 Jan. 1949	65.28	65.28	
415935 Feb., March and May	161.37	161.37	
Totals	7,407.05	7,407.05	--
Retained 0.0 %	--	-740.71	+740.71
Total Payments	7,407.05	6,666.34	+740.71

Pay This Estimate $ 740.71

Computed by _____ Checked by _____

Approved Field Engr. _____

Previous Voucher No. 12984

Approved:

Bridge Office Engineer

Salem, Oregon July 12, 19 49

STATE OF OREGON,

To Southern Pacific Co., Dr.

San Francisco 5, California

Project Canemah - New Era — Highway Comm. Agreement No. RR 122

Sub-Division No.

Ry. Company's Agreement No. — Estimate No. 1 — Final

Period Covered May 1948 to May 1949, inc. — Prefix & Acct. No. 3-111-283

Item	Total Amount To Date	Previous Amount	Present Amount
Bill No. 415108 May to Sept., 1948	5,881.19		5,881.19
424797 Oct. 1948	1,087.50	-	1,087.50
415019 Nov. to Dec., 1948	211.71	-	211.71
415852 Jan. 1949	65.28	-	65.28
415935 Feb. Mar. & May, 1949	161.37	-	161.37
Totals	7,407.05	-	7,407.05
Retained ~~10.0~~ 10 %	740.71	-	740.71
Total Payments	~~7,407.05~~ 6,666.34	-	~~7,407.05~~ 6,666.34
		Pay This Estimate	~~7,407.05~~ 6,666.34

Computed by _____ Checked by JB

Approved Field Engr. _____

Previous Voucher No. - _____

Approved:

Bridge Office Engineer

SOUTHERN PACIFIC LINES

BILL COLLECTIBLE

Bill No. 41510

Quote above number when remitting

Month's Account December 1948

Dept. No. 3762

Date Made JAN 8 1949 194

To SOUTHERN PACIFIC COMPANY, Dr.

State of Oregon
c/o R. L. Sheffard
State Treas. Engineer
Salem, Oregon

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
San Francisco 5, California

RECEIVED
JAN 14 19
AUDITOR

For cost of labor and material furnished during the months of May, June, July and August in connection with highway subdivision between Grants Pass and Wolf Creek, Oregon, in accordance with Agreement No. 7267, dated June 21, 1948.

Audit Allowed

$6,

I certify that the above bill is correct, is just; that payment thereof has not been received, that all credits or remittances to which the United States is entitled, and all conditions of the agreement or the specifications have been complied with, and that no part of said charges are included in the amount billed.

P.W. Adm. Approval of Statements

R. L. Sheffard
State Treas. Engineer

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

Portland

762

14.70

171.01

284.77

Approved with exceptions, see letter of transmittal

F. L. Farr

1/8/49

RECEIVED
JAN 14 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
APR 13 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

State of Oregon

[illegible] - New Era

June - 1962

Inspection				
Engineer Inspector (115.00/20H)	152 hr.	@ 1.5144 hr.	$ 230.19	
" " " O.T.	5-1/2 hr.	2.2716 hr.	12.49	
			242.68	
Vacation Allowance	242.68	@ 3.00 C	7.28	
Unemployment & Retirement Taxes	235.83	6.25 C	14.11	
Compensation Insurance	242.68	4.00 C	9.71	
Supervision	"	10.00 C	24.27	$ 298.05
Personal Expenses				
L.F. Rea, Engr. Insp. Meals	38 meals		34.20	
" " Suppers	4	.80	3.40	
" " Other	12	.30	3.60	$ 41.40
Equipment				
Employees Automobile	330 mile	@ .07	23.10	
" "	375 "	.06	22.50	45.60
Total - Inspection				$ 385.05
Protect Signal Wires Account of Blasting				
Powder Monkey	9 hr.	@ 1.38 hr.	12.42	
Vacation Allowance	12.42	@ 3.00 C	.37	
Unemployment & Retirement Taxes	12.79	6.25 C	.80	
Compensation Insurance	12.42	4.00 C	.50	
Supervision	"	10.00 C	1.24	15.33
Total - Protect signal wires account blasting				15.33
Flag Protection Account of Blasting				
Laborers Section #4 Hour	218 hr.	@ .97 hr.	211.46	
Foreman Powder #1 "	16 hr.	1.25 hr.	20.00	
Driller "	16 hr.	1.16 hr.	18.56	
			250.02	
Vac. Allowance	250.02	@ 3.00 C	7.50	
Unemployment & Retirement Taxes	257.52	6.25 C	16.10	
Compensation Insurance	257.52	4.00 C	10.30	
Supervision	"	10.00 C	25.00	308.42
Equipment				
Employees Auto	303 mi.	@ .07	21.21	
Total - Flag Protection Account of Blasting				$ 329.63

State of Oregon

Carpenter - Bay Line

Install Temporary Signal Line					
Foreman (360.12/20¢)	Signal #3	16 hr. @	1.7313 hr.	$ 27.70	
Lead Signalman	"	16 hr.	1.43 hr.	22.88	
Signalmen	"	48 hr.	1.38 hr.	66.24	
Asst. Signalmen	"	16 hr.	1.29 hr.	20.64	
" "	"	16 hr.	1.19 hr.	19.04	
" "	"	16 hr.	1.17 hr.	18.72	
" "	"	16 hr.	1.15 hr.	18.40	
Foreman (360.12/20¢)	Signal #4	8 hr.	1.7313 hr.	13.85	
Lead Signalmen	"	8 hr.	1.43 hr.	11.44	
Signalmen	"	24 hr.	1.38 hr.	33.12	
Asst. Signal men	"	8 hr.	1.29 hr.	10.32	
" "	"	8 hr.	1.25 hr.	10.00	
" "	"	8 hr.	1.19 hr.	9.52	
" "	"	8 hr.	1.15 hr.	9.20	
Signal Helpers	"	8 hr.	1.13 hr.	9.04	
				300.11	
Vacation Allowance	300.11	@ 3.00 %		9.00	
Unemployment & Retirement Taxes	301.98	6.25 %		18.87	
Compensation Insurance	300.11	4.00 %		12.00	
Supervision	"	10.00 %		30.01	$ 369.99
Personal Expenses					
E.E. Gathes, Foreman		1 meal		.90	
Equipment					
Truck - 1-1/2 ton		1 day @	4.00 day	4.00	
Gas & oil for truck		55 mile	.05 mile	2.75	6.75
Outfit Cars					
Signal #3	6 cars	6 day @	1.30 day	7.80	
" #4	2 cars	2 day	1.30 day	2.60	10.40
Install Temporary Signal Line (Cont'd.)					
Material					
A - Arrestors, Lightning	SH	11 ea. @	.75 ea.	8.25	
A - Boxes, arrester, size A	SH	3 ea.	3.60 ea.	10.80	
A - Terminals, porc.	SH	20 ea.	.08 ea.	1.60	
A - Cable, aerial, 12 condr.	SS	1,300 ft.	.10 ft.	130.00	
A - " " 5 "	SH	4,850 ft.	.05 ft.	242.50	
A - Cable, inlet	SH	1 ea.	2.00 ea.	2.00	
A - Pipe, nipple 1-1/2"x6"	SH	1 ea.	.10 ea.	.10	
B - Trunking	M	60 ft.	.16 ft.	9.60	
B - Trunking Cover	M	65 ft.	.03 ft.	1.95	406.80
Store Expense		406.80 @	8%		32.54

DR

Portland Division

State of Oregon

Canemah- New Era

Install Temporary Signal Line (Cont'd.)

Freight to New Era	Tons	Miles	Ton-Mi.		
A - Portland	1.114	20.9	23.28		
B - Schellville, Calif. via Oakland	.077	765.3	58.93		
			82.21	@ .005	$ .41

Total - Install Temporary Signal Line $ 827.79

Remove Temporary Signal Line						
Foreman (360.12/208)	Signal #3	8	hr. @	1.7313	hr.	13.85
Lead Signalman	"	8	hr.	1.43	hr.	11.44
Signalmen	"	24	hr.	1.38	hr.	33.12
Asst. Signalmen	"	8	hr.	1.29	hr.	10.32
"	"	8	hr.	1.19	hr.	9.52
"	"	8	hr.	1.17	hr.	9.36
"	"	8	hr.	1.15	hr.	9.20
Foreman (360.12/208)	Signal #4	8	hr.	1.7313	hr.	13.85
Lead Signalman	"	8	hr.	1.43	hr.	11.44
Signalmen	"	24	hrs.	1.38	hr.	33.12
Asst. Signalmen	"	8	hrs.	1.29	hr.	10.32
" "	"	8	hrs.	1.25	hr.	10.00
" "	"	8	hrs.	1.19	hr.	9.52
" "	"	8	hrs.	1.15	hr.	9.20
Signal Helpers	"	16	hrs.	1.13	hr.	18.08
						212.34
Vacation Allowance	212.34	@	3.00	C		6.37
Unemployment & Retirement Taxes	213.95		6.25	C		13.37
Compensation Insurance	212.34		4.00	C		8.49
Supervision	"		10.00	C		21.23
						261.80

Personal Expenses			
E.M. Cathes, Foreman	1 meal @	.95 meal	.95

Equipment				
Truck - 1-1/2 ton	1 day @	4.00 day	4.00	
Gas & Oil for truck	45 mi.	.05 mi.	2.25	6.25

Outfit Cars					
Signal #3	6 cars for 2 days	12 car days @	1.30 day	15.60	
" #4	2 cars for 1 day	2 car days	1.30 day	2.60	18.20
					287.20

Total - Remove temporary signal line $ 1,115.20

Total - Month of June

State of Oregon

Canemah - New Ferry

July, 1948

Inspection					
Engineer Inspector (315.00/208)		48 hr. @	1.5144 hr.	$ 72.69	
Assistant Engineer (365.00/208)		23 hr.	1.7548 hr.	40.36	
Total				$ 113.05	
Vacation Allowance	113.05 @	3.00 C		3.39	
Unemployment & Retirement Taxes	105.47	6.25 C		6.59	
Compensation Insurance	113.05	4.00 C		4.52	
Supervision	"	10.00 C		11.31	138.86
Personal Expenses					
L.F. Res. Engr. Inspctr.		12 meals		11.35	
" "		1 bus fare		.65	
E.D. Lincoln, Ass't. Engr.		3 meals		4.00	
" "		3 bus fares		1.20	17.20
Equipment					
Employees Auto		255 miles @	.07 mi.	17.85	
" "		20 "	.06 mi.	1.20	19.05
Total - Inspection					$ 175.11
Installing Permanent Signal Lines					
Foreman (350.12/208) Signal #4		32 hr. @	1.7313 hr.	55.40	
Lead Signalman "		16 hr.	1.43 hr.	22.88	
Signalmen "		64 hr.	1.38 hr.	88.32	
Ass't. Signalman "		32 hrs.	1.29 hr.	41.28	
" " "		32 hrs.	1.25 hr.	40.00	
" " "		32 hrs.	1.19 hr.	38.08	
" " "		96 hrs.	1.15 hr.	110.40	
Total				396.36	
Vacation Allowance	396.36 @	3.00 C		11.89	
Unemployment & Retirement Taxes	398.72	6.25 C		24.92	
Compensation Insurance	396.36	4.00 C		15.85	
Supervision	"	10.00 C		39.64	488.66
Personal Expenses					
J.M. Oathes, Foreman		4 meals.			3.60
Equipment					
Truck, 1-1/2 ton	4 days @	4.00 day		16.00	
Gas & Oil for truck	200 mi.	.05 mi.		10.00	
Tool Car, SPMW-3389	5 days	1.30 day		6.50	32.50
Material Car, SP-35318	5 days	1.30 day		6.50	32.50
					59.00
Total - Installing permanent signal lines					$ 531.26

DR

Portland Division

762

State of Oregon

Canemah - New Era

Flag protection Account of Blasting					
Powderman	Powder #1	152 hr.	@ 1.25 hr.	$ 190.00	
" O.T.	"	2 "	1.875 hr.	3.75	
Laborers	Section #5	192 "	0.97 hr.	186.24	
" O.T.	"	4 "	1.455 hr.	5.82	
"	"	96 "	0.96 hr.	92.16	
Foreman (250.32/208)	Extra #29	48 "	1.20346 hr.	57.77	
" O.T.	"	8½ hr.	1.85 hr.	15.73	
Laborers	"	96 "	0.97 hr.	93.12	
" O.T.	"	17 "	1.455 hr.	24.74	
Total				669.33	
Vacation Allowance		669.33	@ 3.00 C	20.08	
Unemployment & Retirement Taxes		689.41	6.25 C	43.09	
Compensation Insurance		669.33	4.00 C	26.77	
Supervision		"	10.00 C	66.93	$ 826.20
Total - Flag protection account of blasting					826.20
Total - Month of July					$ 1,452.77

August, 1948

Inspection					
Engineer Inspector (315.00/208)		32 hr.	@ 1.5144 hr.	48.46	
Vacation Allowance		48.46	@ 3.00 C	1.45	
Unemployment & Retirement Taxes		47.53	6.25 C	2.97	
Compensation Insurance		48.46	4.00 C	1.94	
Supervision		"	10.00 C	4.85	59.67
Personal Expenses					
L.F. Rez, Engr. Inspector		8 meals			8.00
Equipment					
Employees auto		125 miles	@ .07 mile	8.75	
" "		115 miles	.06 mile	6.90	15.65
Total - Inspection					83.32
Making Reports					
Engineer Inspector (315.00/208)		8 hr.	@ 1.5144 hr.	12.12	
Vacation Allowance		12.12	3.00 C	.36	
Unemployment & Retirement Taxes		11.89	6.25 C	.74	
Compensation Insurance		12.12	4.00 C	.48	
Supervision		"	10.00 C	1.21	14.91
Total - Making Reports					$ 14.91

Cascade - New Era

Protect wires account of blasting

Signal Maintainer	3 hrs.	@ 1.38 hr.	$ 4.14	
" " O.T.	13½ "	2.07 hr.	27.95	
Total			32.09	
Vacation Allowance	32.09	@ 3.00 C	.96	
Unemployment & Retirement Taxes	33.05	6.25 C	2.07	
Compensation Insurance	32.09	4.00 C	1.28	
Supervision	"	10.00 C	3.21	$ 39.61
Total - Protect wires account of blasting				$ 39.61

Flag Protection

Foreman (250.32/208) Extra #29	195 hr.	@ 1.20346 hr.	234.67	
" O.T. "	23½ "	1.85 hr.	43.48	
Laborers	364 "	0.97 hr.	353.08	
" O.T.	43 "	1.455 hr.	62.57	
" O.T. Section #4	2 "	1.455 hr.	2.91	
Total			696.71	
Vacation Allowance	696.71	@ 3.00 C	20.90	
Unemployment & Retirement Taxes	717.61	6.25 C	44.85	
Compensation Insurance	696.71	4.00 C	27.87	
Supervision	"	10.00 C	69.67	859.00

Equipment

Employees Auto	500 miles	@ .07 mile	35.00	
" "	378 "	.06 mile	22.68	57.68
Total - Flag Protection				917.68
Total - Month of August				1,057.52

September, 1948

Inspection

Engineer Inspector (315.00/200)	64 hr.	@ 1.575 hr.	100.80	
Vacation Allowance	100.80	@ 3.00 C	3.02	
Unemployment & Retirement Taxes	98.88	6.25 C	6.18	
Compensation Insurance	100.80	4.00 C	4.03	
Supervision	"	10.00 C	10.08	124.11

Personal Expenses

L. F. Rea, Engr. Inspctr.	14 meals		13.00	
" " "	3 bus fares		2.11	15.11

Equipment

Employees auto	245 miles	.07 mile	17.15	
" "	65 "	.06 mile	3.90	21.05
Total - Inspection				$ 160.27

[redacted]

R.

Portland Division

State of Oregon

Remove Temporary Signal Facilities and Salvage					
Foreman (360.12/200 hrs.)	Signal #4	8 hr. @	1.8006 hr.	$ 14.40	
Lead Signalmen	"	8 hr.	1.43 hr.	11.44	
Ass't. Signalmen	"	16 hrs.	1.38 hr.	22.08	
" "	"	8 hrs.	1.29 hr.	10.32	
" "	"	8 hrs.	1.25 hr.	10.00	
" "	"	16 hrs.	1.15 hr.	18.40	
Signal Helper	"	8 hrs.	1.13 hr.	9.04	
Total				95.68	
Vacation Allowance		95.68 @	3.00 %	2.87	
Unemployment & Retirement Taxes		95.68 @	6.25 %	6.01	
Compensation Insurance		95.68	4.00 %	3.83	
Supervision		"	10.00 %	9.27	$ 117.66
Personal Expenses					
E.E. Gathus, Foreman		1 meal			1.00
Equipment					
S.P. Co. Truck, 1-1/2 ton		1 day @	4.00 day	4.00	
Gas & Oil for truck		60 mi.	.05 mile	3.00	
Outfit cars (2)		2 days	1.30 day	2.60	9.60
Material Released					
Porcelain terminals		20 ea.	.068 ea.	1.36	
Lightning arresters		11 ea.	.6375 ea.	7.01	
Cable inlet		1 ea.	1.80 ea.	1.80	
Pipe nipple, 1-1/2" x 6"		1 ea.	.09 ea.	.09	
Scrap copper from 5 & 12 condr. cables		518 lbs.	.16 lb.	82.88	93.14
Total - Remove Temporary Signal Facilities and Salvage					35.42
Protect Wires Account of Blasting					
Signal Maintainer		3 hrs. @	2.07 hr.	6.21	
Vacation Allowance		6.21 @	3.00 %	.19	
Unemployment & Retirement Taxes		6.40	6.25 %	.40	
Compensation Insurance		6.21	4.00 %	.25	
Supervision		"	10.00 %	.62	7.67
Total - Protect wires account of blasting					7.67

Mr. [redacted]

State of Oregon — Portland Division — [redacted]

Camsmah - New Era

Flag Protection						
Foreman (250.32/200)	Extra #29	190 hr.	@	1.2516 hr.	$ 237.80	
" O.T.	"	34-1/2 hr.		1.85 hr.	63.83	
Laborers	"	366 hr.		.97 hr.	355.02	
" O.T.	"	50 hr.		1.455 hr.	72.75	
Laborers	Section #5	14 hr.		.97 hr.	13.58	
" O.T.	"	1 hr.		1.455 hr.	1.46	
Total					$ 744.44	
Vacation Allowance		744.44	@	3.00 C	22.33	
Unemployment & Retirement Taxes		766.77	@	6.25 C	47.92	
Compensation Insurance		744.44		4.00 C	29.78	
Supervision		"		10.00 C	74.44	$ 918.91
Equipment						
Thorne's Auto		500 miles	@	.07 mile	35.00	
" "		66 "		.06 mile	3.96	38.96
Total - Flag Protection						$ 957.87
Total - Month of September						$ 1,161.23

Total - Months of: May, June, July, August and September, 1948 — $ 5,881.39

578.67

BILL COLLECTIBLE

Bill No. 414797

Quote above number when remitting

Month's Account JANUARY, 1949

Portland Division Dept. No. J-69

Date Made FEB 5 194

To SOUTHERN PACIFIC COMPANY. Dr.

State of Oregon,
C/O R.H. Baldock
State Highway Engineer
Salem, Oregon.

MAKE REMITTANCE TO:
Southern Pacific Company.
CARE OF LOCAL TREASURER.
San Francisco 5, California

For cost of labor and material furnished during the month of October, 1948, in connection with Highway Relocation between Cenemah and New Era, Oregon, in accordance with Agreement Audit No. 78878, dated June 21, 1948. Detail Attached I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed. SOUTHERN PACIFIC COMPANY H.F. Cole, Auditor of Disbursements By _____ Chief Clerk.		$1,087.50

DISTRIBUTION:

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

State of Oregon

Cannemah - New Era

October, 1948

Inspection					
Engineer Inspector (315.00/208)	72 hr.	@ 1.5144 hr.	109.04		
Vacation Allowance	109.04	3.00 C	3.27		
Unemployment & Retirement Taxes	106.97	6.25 C	6.69		
Compensation Insurance	109.04	4.00 C	4.36		
Supervision	"	10.00 C	10.90		$ 134.26
Personal Expenses					
L.F. Rea, Engineer Inspector	14 meals				13.00
Equipment					
Employee's Auto	265 mi.	@ .07	18.55		
" "	205 mi.	.06	12.30		30.85
Total - Inspection					$ 178.11
Flagging					
Foreman (250.32/208) Extra 29	141 hr.	@ 1.20346	169.69		
" O.T. "	28½ "	1.85	52.73		
Laborers "	286 "	.97	277.42		
" O.T. "	45½ "	1.455	66.20		
" Section 5	85 "	.97	82.45		
" O.T. "	20½ "	1.455	29.83		
			678.32		
Total	678.32	@ 3.00 C	20.35		
Vacation Allowance	698.67	6.25 C	43.67		
Unemployment & Retirement Taxes	678.32	4.00 C	27.13		
Compensation Insurance	"	10.00 C	67.83		837.30
Supervision					
Equipment					
R. Thorne's Auto	493 mi.	@ .07 mi.			34.51
Total-Flag Protection					$ 871.81

State of Oregon

Restore Permanent Signal Lines

Items omitted from Weekly Report Summary No. 12
week ending July 21, 1948.

Material					
Bolts 5/8"x18"	New	3 ea.	@ .21	$ 1.68	
Crossarms, creo. 10-pin	"	4 ea.	1.68	6.72	
Insulators, glass, No. 19	"	30 ea.	.09	2.70	
Pins, steel 1/2"	"	30 ea.	.18	5.40	
Screws, lag, 1/2"x4"	"	3 ea.	.05	.15	
Washers, 2"x2"x1/8"	"	32 ea.	.01	.32	
Wire, galv. No. 9, Weather braid	New	1,320 ft.	12.60 M'	16.63	$ 33.60
Store Expense		$33.60 @	10.00 C		3.36

Freight	Tons	Miles	Ton-Mi		
A-West Oakland to New Era	.149	692.8	103.23		
B-El Paso to West Oakland	.017	1276.7	21.70		
			124.93	.005	.62

Total - Restore permanent Signal Lines $ 37.58

Total - October, 1948 $ 1,087.50

BILL COLLECTIBLE (A.A.R. 306)

Bill No. 215019

Quote above number when remitting

Month's Account January 1949

Portland Division Dept. No. 3-63 194

Date Made FEB 12 1949

To SOUTHERN PACIFIC COMPANY, Dr.

State of Oregon
C/o R. H. Baldock
State Highway Engineer
Salem, Oregon.

MAKE REMITTANCE TO:
Southern Pacific Company.
CARE OF LOCAL TREASURER,
San Francisco 5, California

For cost of labor and material furnished during the months of November and December 1948 in connection with Highway Relocation between Canyon and New Era, Oregon, in accordance with Agreement Audit No. 70078, dated June 21,1948. Detail attached.	$ 21.71

I certify that the above bill is correct and that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of the Act applicable to the improvements have been complied with; and that State or local sales taxes are not included in the amounts billed.

SOUTHERN PACIFIC COMPANY,
R. V. COLE, Auditor of Disbursements,
By L. L. Shepherd Chief Clerk.

DISTRIBUTION:

RECEIVED
FEB 21 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company.
San Francisco 5, California

RECEIVED
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

State of Oregon

CANEMAH - NEW ERA, OREGON.

November 1948

Inspection				
Engineer Inspector ($ 315.00/200)	40 hrs @	1.575	63.00	
Vacation Allowance	$ 63.00	3.00 %	1.89	
Unemployment & Retirement Taxes	61.80	6.25 "	3.66	
Compensation Insurance	63.00 "	4.00 "	2.52	
Supervision	"	10.00 "	6.30	77.57
Personal Expenses				
L. F. Rea, Engineer Inspector	6 meals			7.35
Equipment				
Employees Auto	140 miles	.07	9.80	
" "	150 "	.06	9.00	18.80
Total - Inspection and Month of November 1948				$ 103.72

December 1948

Inspection				
Engineer Inspector ($ 315.00.208)	40 hrs.	1.5144	60.58	
Vacation Allowance	$ 60.58	3.00 %	1.82	
Unemployment & Retirement Taxes	59.42	6.25 "	3.71	
Compensation Insurance	60.56	4.00 "	2.42	
Supervision	"	10.00 "	6.06	74.59
Personal Expenses				
L. F. Rea, Engineer Inspector	10 meals			9.00
Equipment				
Employee's Auto	220 miles	.07	15.40	
" "	150 "	.06	9.00	24.40
Total - Inspection and Month of December 1948				107.99
TOTAL - Months of November and December 1948				$ 211.71

See letter of transmittal
F. L. Hall 2/21/49

RECEIVED
FEB 21 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY
C/O LOCAL TREASURER
SAN FRANCISCO 5, CALIFORNIA
March 12, 1949

To: State of Oregon
c/o R. H. Baldock
State Highway Engineer
Salem, Oregon

Bill No. 415852

For cost of labor and material furnished during the month of January 1949 in connection with Highway Relocation between Canemah and New Era, Oregon, in accordance with Agreement Audit No. 78878, dated June 21, 1948. $65.28

COPY

Portland Division J-82

State of Oregon

Canemah - New Era

January 1949

Inspection

Engineer Inspector (315.00/200)	24 hrs.	@ 1.575	37.80	
Vacation Allowance	37.80	3.00 %	1.13	
Unemployment & Retirement Taxes	37.08	6.50 "	2.41	
Compensation Insurance	37.80	4.00 "	1.51	
Supervision	"	10.00 "	3.78	46.63

Personal Expenses

L. F. Res. Engineer Inspector	6 meals		5.30

Equipment

Employee's Auto	135 Mile	@ .07	9.45	
" "	65 "	.06	3.90	13.35

Total - Inspection and Month of January 1949 $ 65.28

COPY

BILL COLLECT[illegible]LE

S-130
(A.A.R. 208)

Bill No. 415935

Quote above number when remitting

Month's Account MAY 1949

Portland Division Dept. No. J-429

Date Made JUN 7 1949 194

To SOUTHERN PACIFIC COMPANY, Dr.

State of Oregon
c/o R. H. Baldock
State Highway Engineer
Salem, Oregon

MAKE REMITTANCE TO:
Southern Pacific Company,
CARE OF LOCAL TREASURER,
San Francisco 5, California

For cost of labor and material furnished furing the months of February, March and May 1949 and Retroactive pay from October 1, 1948 to January 31, 1949 in connection with Highway Relocation between Canemah and New Era, Oregon, in accordance with Agreement Audit No. 78878, dated June 21, 1948.		
Final Bill - Detail attached		
		$ 161.37

I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local sales taxes are not included in the amounts billed.

DISTRIBUTION:

SOUTHERN PACIFIC COMPANY
R. V. COLE, Auditor of Disbursements

By Lee Shepherd Chief Clerk

For further information address:
Auditor of Miscellaneous Accounts,
Southern Pacific Company,
San Francisco 5, California

RECEIVED
JUN 10 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

AWR

Portland Division

State of Oregon

Bill for months of February, March and May 1949 and Retroactive pay from October 1, 1948 to January 31 1949.

February 1949

Inspection				
Instrumentman (310.00/184)	8 Hours	1.6848	13.48	
Vacation Allowance	13.48	3.00 C	.40	
Unemployment & Retirement Taxes	13.88	6.00 "	.83	
Compensation Insurance	13.48	4.00 "	.54	
Supervision	13.48	10.00 "	1.35	16.60
Personal Expenses				
L. F. Rea, Instrumentman	2 Meals			1.80
Equipment				
Employee's Auto	65 Miles	.07		4.55
Total - Inspection & February 1949				22.95

March 1949

Inspection				
Instrumentman (310.00/216)	16 Hours	1.4352	22.96	
Vacation Allowance	22.96	3.00 C	.69	
Unemployment & Retirement Taxes	23.65	6.00 "	1.42	
Compensation Insurance	22.96	4.00 "	.92	
Supervision	"	10.00 "	2.30	28.29
Personal Expenses				
L. F. Rea, Instrumentman	4 Meals			3.55
Equipment				
Employee's Auto	130 Miles	.07		9.10
Total - Inspection & Month of March 1949				40.94

RECEIVED
JUN 10 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

AVR

State of Oregon

May 1949

Inspection				
Instrumentman (310.00/200)	8 Hours	1.55	12.40	
Vacation Allowance	12.40	3.00 C	.37	
Unemployment & Retirement Taxes	12.77	6.00 "	.77	
Compensation Insurance	12.40	4.00 "	.50	
Supervision	"	10.00 "	1.24	15.28
Personal Expenses				
L. F. Rea, Instrumentman	2 Meals			1.80
Equipment				
Employee's Auto	60 Miles	.07		4.20
Total Inspection & Month of May 1949				21.28

Retroactive Pay

October 1948

Inspection				
Engineer Inspector (20.00/208)	72 Hours	.0962	6.93	
Vacation Allowance	6.93	3.00 C	.21	
Compensation Insurance	"	4.00 "	.28	
Supervision	"	10.00 "	.69	8.11
Flagging				
Extra Gang #29 Foreman (14.28/208)	141 Hours	.0687	9.69	
" " OT	28-1/2 "	.10	2.85	
" Laborers	286 "	.07	20.02	
" " OT	45-1/2 "	.105	4.78	
Section #5 - "	85 "	.07	5.95	
" " OT	20-1/2 "	.105	2.15	
			45.44	
Vacation Allowance	45.44	3.00 C	1.36	
Unemployment & Retirement Taxes	46.80	6.25 "	2.93	
Compensation Insurance	45.44	4.00 "	1.82	
Supervision	"	10.00 "	4.54	56.09
Total Retroactive Pay for October 1948				64.20

State of Oregon — Portland Division

November 1948

Inspection

Engineer Inspector (80.00/200)	40 Hours	.10	4.00
Vacation Allowance	4.00	3.00 %	.12
Compensation Insurance	"	4.00 "	.16
Supervision	4.00	10.00 "	.40

Total - Retroactive Pay for November 1948

December 1948

Inspection

Engineer Inspector (20.00/208)	40 Hours	.0962	3.85
Vacation Allowance	3.85	3.00 %	.12
Compensation Insurance	"	4.00 "	.15
Supervision	"	10.00 "	.39

Total - Retroactive pay for December 1948

January 1949

Inspection

Engineer Inspector (20.00/200)	24 Hours	.10	2.40
Vacation Allowance	2.40	3.00 %	.07
Compensation Insurance	"	4.00 "	.10
Supervision	"	10.00 "	.24

Total - Retroactive pay for January 1949

Total months of February, March and May 1949 and Retroactive Pay from October 1, 1948 to January 31, 1949 $ 161.37

FORM S-20 REV 10-48 20007

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 12, 1949

RECEIVED
APR 13 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SUBJECT:

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Attn: W. A. Reeves

Dear Sir:

I am returning herewith Southern Pacific Company's bills No. 415019 and 415108, which are a partial billing for railroad company expense in our construction of the Oregon City-New Era section, contract 3010. You handed these bills to Mr. R. L. Porter some time ago, and they were to be returned to you for final consideration.

I am enclosing herewith copy of R. L. Porter's letter of March 3rd to myself, concerning these bills, and also a copy of my letter to R. L. Porter of March 18th. As stated in my letter of March 18th, the railroad company's bill for November and December, 1948, appears to be in order, even though our contractors during these months were not actually engaged in work that was of immediate danger to the railroad company, and I would recommend that their bills for these two months be allowed. The item on bill 415108 for September 19, 1948 in the amount of $22.30 was for railroad expense in connection with six loaded holes left by the contractor. It would seem that this item could properly be charged back against the contractor, however it should be paid in the first instance by ourselves.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith
R. L. Porter

FORM S-60 REV 10-48 20007

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

March 18, 1949

SUBJECT:

RECEIVED
APR 13 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

To: Mr. R. L. Porter
O f f i c e

L

I am returning herewith the Southern Pacific bill for the Oregon City-New Era section, which you submitted umbr date of March 3rd.

It seems to me that the first exception you take in regard to the time for extra gang No. 29 on September 19th is a proper charge against the contractor, as it was due to his operations only that this work was necessary. In regard to their bill for November and December, 1948, I question the necessity of this expense as you do, however, our agreement with the Southern Pacific does leave with them the option of determining the necessity for inspection, and I doubt very much that we could successfully refuse to pay this bill.

It is my thought that the charge due to the loaded holes should be approved but charged back to the contractor, and that for inspection in November and December should be approved, but in our letter of transmittal we should give the facts in detail, so that the Salem office can take other action if they so desire.

A. G. SKELTON
Division Engineer

AGS:w
Encl.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
PO Box 4644, Portland 2, Oregon
March 3, 1949

SUBJECT: Oregon City-New Era
S. P. Co. Bills

To: Mr. A. G. Skelton
Division Engineer
Office

RECEIVED
APR 13 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

Dear Mr. Skelton:

I am handing you herewith S. P. Co. bills Nos. 415019 and 415108 which are a partial billing for the expenses incurred by the railroad company by reason of our construction of the Oregon City-New Era Section, Contract No. 3010. The bills were handed me by W. A. Reeves and should be eventually returned to him for consideration.

Bill No. 415108 is correct except for two minor corrections which are noted. There is, however, some question on the charge for Extra Gang #29 on Sunday Sep. 19, 1948. Due to the fact that the contractor had about 6 loaded holes that had not been shot the S. P. Co. kept a foreman on the project for 9 hours on this day. The expense for this day amounts to $22.30. If the charge is just it may be that the contractor should be billed for this amount.

Bill No. 415-19 is correct in form. Whether or not this is a just charge against the State is open to some question. This bill covers the expense of a railroad inspector who had arbitrarily charged about one day per week against this project. During the months of Nov. and Dec. (which is the period covered by the bill) we were not engaged in any activity that was hazardous to the railroad.

Very truly yours,

R. L. Porter
Resident Engineer

encls.
cc H. G. Smith
W. A. Reeves

7-47-1M

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO,
CHIEF ENGINEER
J. S. BAKER,
VALUATION OFFICER

RR 322

November 23, 1948

SUBJECT: Canemah - New Era, Oregon - Highway Relocation

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 1 to 23 inclusive, one of which is supported by duplicates of Daily and Weekly Field Reports on our Form No. L-7702.

These reports are in support of bills to be rendered covering the force account work done according to the terms of Agreement No. 78878 dated June 21, 1941.

Very truly yours,

E. E. Mayo.
M

* Encl.

May to Sept 1948

7-47-100

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO,
CHIEF ENGINEER
J. S. BAKER,
VALUATION OFFICER

January 17, 1949

SUBJECT: Canemah - New Era, Oregon - Highway Relocation

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 24 to 29 inclusive and Supplement No. 1 to Weekly Report Summary No. 12, one of which is supported by duplicates of Daily and Weekly Field Reports on our Form No. L-7702.

These reports are in support of bills to be rendered covering the force account work done according to the terms of Agreement No. 78878 dated June 21, 1948.

Very truly yours,

E. E. Mayo

* Encl.

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L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO,
CHIEF ENGINEER
J. S. BAKER,
VALUATION OFFICER

January 28, 1949

SUBJECT: Canemah - New Era, Oregon - Highway Relocation

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 30 to 39 inclusive, one of which is supported by duplicates of Daily and Weekly Field Reports on our Form No. L-7702.

These reports are in support of bills to be rendered covering the force account work done according to the terms of Agreement No. 78878 dated June 21, 1948.

Very truly yours,

E. E. Mayo

* Encl.

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7-47-104 L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA IN REPLY PLEASE REFER TO

E. E. MAYO,
CHIEF ENGINEER
J. B. BAKER,
VALUATION OFFICER

March 2, 1949

SUBJECT: Canemah - New Era, Oregon - Highway Relocation

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 40 to 45 inclusive, one of which is supported by duplicates of Daily and Weekly Field Reports on our Form No. L-7702.

These reports are in support of bills to be rendered covering the force account work done according to the terms of Agreement No. 78878 dated June 21, 1948.

Very truly yours,

E. E. Mayo
Chief Engineer

* Encl.

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7-47-1M

L-7701

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 8, CALIFORNIA

IN REPLY PLEASE REFER TO

E. E. MAYO,
CHIEF ENGINEER
J. B. BAKER,
VALUATION OFFICER

May 21, 1949

SUBJECT: Canemah - New Era, Oregon - Highway Relocation

Mr. G. S. Paxson
Bridge Engineer
Oregon Highway Commission
Salem, Oregon

Dear Sir:

* Attached you will find three copies of Weekly Report Summaries Nos. 46 to 52 inclusive, one of which is supported by duplicates of Daily and Weekly Field Reports on our Form No. L-7702.

These reports are in support of bills to be rendered covering the force account work done according to the terms of Agreement No. 78878 dated June 21, 1948.

Very truly yours,

J. B. Baker

* Encl.

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BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Gaseman and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No.1 Period May 18-22, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector(315.00/200)	Hour	24	1.575	37.80	
3	Vacation allowance		$37.80	3.00 c	1.13	
4	Unemployment & Retirement Taxes		37.08	6.25 c	2.32	
5	Compensation Insurance		37.80	4.00 c	1.51	
6	Supervision		37.80	10.00 c	3.78	46.54
7	Personal Expenses					
8	L.F.Rea, Eng'r. Inspector	Meal	6			5.60
9	Equipment Operation					
10	Employee's automobile	Mile	20	0.07	1.40	
11	" "	"	130	0.06	7.80	9.20
12	Total - Inspection					61.34
13	Protect Signals Account of Blasting					
14	Signal Maintainer	Hour	5	1.38	6.90	
15	Vacation allowance		$6.90	3.00 c	.21	
16	Unemployment & Retirement Taxes		7.11	6.25 c	.44	
17	Compensation Insurance		6.90	4.00 c	.28	
18	Supervision		6.90	10.00 c	.69	8.52
19	Total Protect Signals					8.52
20	Flag Protection Account of Blasting					
21	Foreman (248.32/200) Sec.4	Hour	12	1.2416	14.90	
22	Laborers "	"	24	0.97	23.28	
23	Total				38.18	
24	Vacation allowance		$38.18	3.00 c	1.15	
25	Unemployment & Retirement Taxes		39.33	6.25 c	2.46	
26	Compensation Insurance		38.18	4.00 c	1.53	
27	Supervision		38.18	10.00 c	3.82	47.14
28	Total - Flag Protection Account of Blasting					47.14
29	Total Weekly Report Summary No. 1					117.00

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SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No.2 — Week Ending May 29, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector(315.00/200)	Hour	40	1.575	63.00	
3	" " (Overtime)	"	2½	2.3625	5.91	
4	Total				68.91	
5	Vacation allowance		$68.91	3.00 c	2.07	
6	Unemployment & Retirement Taxes		61.80	6.25 c	3.86	
7	Compensation Insurance		68.91	4.00 c	2.76	
8	Supervision		68.91	10.00 c	6.89	84.49
9	**Personal Expenses**					
10	L.F. Bea, Engineer Inspector	Meal	10			9.15
11	**Equipment Operation**					
12	Employee's automobile	Mile	268	0.06		16.08
13	Total - Inspection					109.72
14	**Protect Signals Account of Blasting**					
15	Signal Maintainer	Hour	2	1.38	2.76	
16	Vacation allowance		$2.76	3.00 c	.08	
17	Unemployment & Retirement Taxes		2.84	6.25 c	.18	
18	Compensation Insurance		2.76	4.00 c	.11	
19	Supervision		2.76	10.00 c	.28	3.41
20	Total - Protect Signals Account of Blasting					3.41
21	**Flag Protection Account of Blasting**					
22	Foreman (248.32/200) Sec.4	Hour	12	1.2416	14.90	
23	Laborers "	"	32	0.97	31.04	
24	Total				45.94	
25	Vacation allowance		$45.94	3.00 c	1.38	
26	Unemployment & Retirement Taxes		47.32	6.25 c	2.96	
27	Compensation Insurance		45.94	4.00 c	1.84	
28	Supervision		45.94	10.00 c	4.59	56.71
29	Total - Flag Protection Account of Blasting					56.71
30	Total Weekly Report Summary No.2					169.84

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SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Ganesah and New Era, Oregon
In Accordance with Agreement Audit No. 76878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 3

Period: May 30-31, 1948

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

Nothing To Report

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SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No.4 Period: June 1-5, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector(315.00/208)	Hour	24	1.5144	36.35	
3	" " (Overtime)	"	1½	2.2716	3.41	
4	Total				39.76	
5	Vacation allowance		$39.76	3.00 c	1.19	
6	Unemployment & Retirement Taxes		35.66	6.25 c	2.23	
7	Compensation Insurance		39.76	4.00 c	1.59	
8	Supervision		39.76	10.00 c	3.98	48.75
9	**Personal Expenses**					
10	L.F.Rea, Engr. Inspector	Meal	6			5.45
11	**Equipment Operation**					
12	Employee's automobile	Mile	163	.07		11.41
13	Total Inspection					65.61
14	**Protect Signal Wires Account Blasting**					
15	Signal Maintainer	Hour	6	1.38	8.28	
16	Vacation allowance		$8.28	3.00 c	.25	
17	Unemployment & Retirement Taxes		8.53	6.25 c	.53	
18	Compensation Insurance		8.28	4.00 c	.33	
19	Supervision		8.28	10.00 c	.83	10.22
20	Total - Protect Signals Account Blasting					10.22
21	**Flag Protection Account Blasting**					
22	Laborers Sec.4	Hour	36	.97	34.92	
23	Vacation allowance		$34.92	3.00 c	1.05	
24	Unemployment & Retirement Taxes		35.97	6.25 c	2.25	
25	Compensation Insurance		34.92	4.00 c	1.40	
26	Supervision		34.92	10.00 c	3.49	43.11
27	**Equipment Operation**					
28	J. Green's auto	Mile	47	.07		3.29
29	Total Flag Protection Account Blasting					46.40
30	Total Weekly Report Summary No. 4					122.23

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SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 5 — Week Ending June 12, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	40	1.5144	60.58	
3	" " (Overtime)	"	2	2.2716	4.54	
4	Total				65.12	
5	Vacation Allowance		$65.12	3.00 %	1.95	
6	Unemployment & Retirement Taxes		59.42	6.25 %	3.71	
7	Compensation Insurance		65.12	4.00 %	2.60	
8	Supervision		65.12	10.00 %	6.51	79.89
9	**Personal Expenses**					
10	L.F.Rea, Engr. Inspector	Meal	10			8.90
11	**Equipment Operation**					
12	Employee's Automobile	Mile	167	.07	11.69	
13	" "	"	105	.06	6.30	17.99
14	Total Inspection					106.78
15	**Protect Signal Wires Account Blasting**					
16	Signal Maintainer	Hour	3	1.38	4.14	
17	Vacation allowance		$4.14	3.00 %	.12	
18	Unemployment & Retirement Taxes		4.26	6.25 %	.27	
19	Compensation Insurance		4.14	4.00 %	.17	
20	Supervision		4.14	10.00 %	.41	5.11
21	Total Protect Signals Account Blasting					5.11
22	**Flag Protection Account Blasting**					
23	Laborers Sec.4	Hour	52	.97	50.44	
24	Vacation allowance		$50.44	3.00 %	1.51	
25	Unemployment and Retirement Taxes		51.95	6.25 %	3.25	
26	Compensation Insurance		50.44	4.00 %	2.02	
27	Supervision		50.44	10.00 %	5.04	62.26
28	**Equipment Operation**					
29	J. Green's auto	Mile	70	.07		4.90
30	Total Flag Protection Account Blasting					67.16
31	Total Weekly Report Summary No. 5					179.05

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SOUTHERN PACIFIC COMPANY — Sheet 1 of 1 Sheets

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Gansmah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No.6 — Week Ending June 19, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	32	1.5144	48.46	
3	" " Overtime	"	1	2.2716	2.27	
4	Total				50.73	
5	Vacation allowance		$50.73	3.00 c	1.52	
6	Unemployment & Retirement Taxes		47.53	6.25 c	2.97	
7	Compensation Insurance		50.73	4.00 c	2.03	
8	Supervision		50.73	10.00 c	5.07	62.32
9	**Personal Expenses**					
10	L.F.Rea, Engr. Inspector	Meal	8		7.50	
11	" " "	Bus Fares	6		2.20	9.70
12	**Equipment Operation**					
13	Employee's automobile	Mile	105	.06		6.30
14	Total Inspection					78.32
15	**Flag Protection Account Blasting**					
16						
17	Laborers Sec.4	Hour	42	.97	40.74	
18	Vacation allowance		$40.74	3.00 c	1.22	
19	Unemployment & Retirement Taxes		41.96	6.25 c	2.62	
20	Compensation Insurance		40.74	4.00 c	1.63	
21	Supervision		40.74	10.00 c	4.07	50.28
22	**Equipment Operation**					
23	J. Green's automobile	Mile	59	.07		4.13
24	Total Flag Protection Account Blasting					54.41
25	**Signal Work**					
26	**Remove and salvage wires and**					
27	**cross arms of original lines**					
28	Foreman (2)(360.12/208) Sig.#3&4	Hours	16	1.73135	27.70	
29	Lead Signalmen "	"	16	1.43	22.88	
30	Signalmen "	"	48	1.38	66.24	
31	Asst. Signalmen "	"	16	1.29	20.64	
32	" " "	"	8	1.25	10.00	
33	" " "	"	16	1.19	19.04	
34	" " "	"	8	1.17	9.36	
35	" " "	"	16	1.15	18.40	
36	" " "	"	16	1.13	18.08	
37	Total				212.34	

PROJECT: High[illegible]y Relocation between Canemah and [illegible]a, Oregon

WEEKLY REPORT SUMMARY No. 6

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Signal Work-(Cont'd)						
2	Remove and salvage wires and cross arms of original lines (Cont'd)						
3	Vacation allowance			$212.34	3.00 c	6.37	
4	Unemployment & Retirement Taxes			213.95	6.25 c	13.37	
5	Compensation Insurance			212.34	4.00 c	8.49	
6	Supervision			212.34	10.00 c	21.23	261.80
7	Personal Expenses						
8	E.M.Cathes		Meal	1			.95
9	Operation of 1-1/2 Ton Dodge Truck						
10	Repairs, depreciation, etc.		Day	1	4.00	4.00	
11	Gasoline and oil		Mile	45	0.05	2.25	6.25
12	Outfit Cars						
13	Signal gang 3 - 6 cars 2 da. ea.		Day	12	1.30	15.60	
14	" " 4 - 2 " 1 " "		"	2	1.30	2.60	18.20
15	Install Temporary Cable						
16	and Signal Facilities						
17	Foremen (2)(360.12/208)	Sig.#3&4	Hour	24	1.73135	41.55	
18	Lead Signalmen	"	"	24	1.43	34.32	
19	Signalmen	"	"	72	1.38	99.36	
20	Asst. Signalmen	"	"	24	1.29	30.96	
21	" "	"	"	8	1.25	10.00	
22	" "	"	"	24	1.19	28.56	
23	" "	"	"	16	1.17	18.72	
24	" "	"	"	24	1.15	27.60	
25	" "	"	"	8	1.13	9.04	
26	Total					300.11	
27	Vacation allowance			$300.11	3.00 c	9.00	
28	Unemployment & Retirement Taxes			301.98	6.25 c	18.87	
29	Compensation Insurance			300.11	4.00 c	12.00	
30	Supervision			300.11	10.00 c	30.01	369.99
31	Personal Expenses.						
32	E.M. Cathes		Meal	1			.90
33	Operation of 1-1/2 Ton Dodge Truck						
34	Repairs, depreciation, etc.		Day	1	4.00	4.00	
35	Gas and oil 55 miles - 1 day		Mile	55	0.05	2.75	6.75
36	Outfit Cars.						
37	Signal gang 3-6 cars 1 day each		Day	6	1.30	7.80	
38	" " 4-2 " 1 " "		"	2	1.30	2.60	10.40

PROJECT: Hi[illegible]av I[illegible]cation between Canemah [illegible] Nat[illegible]rs, Oregon

WEEKLY REPORT SUMMARY No.6

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Signal Work (Cont'd)					
2	Install Temporary Cable and Signal Facilities (Cont'd)					
3	Material					
4	A-S.H. Lightning arresters	Each	11	0.75	8.25	
5	A- " Boxes, arrester, size A	"	3	3.60	10.80	
6	A- " Terminals, porc.	"	20	0.08	1.60	
7	A- " Aerial cable, 12 condr.	Ft.	1300	0.10	130.00	
8	A- " " " 5 condr.	"	4850	0.05	242.50	
9	A- " cable inlet	Each	1	2.00	2.00	
10	A- " Pipe nipple, 1-1/2"x6"	"	1	0.10	.10	
11	B-New Trunking	Ft.	60	0.16	9.60	
12	B- " Trunking cover	"	65	0.03	1.95	
13	Store expense		$406.80	.08	32.54	439.34
14	Freight to New Era					
15	A-Portland	Tons 1.114	Miles 20.9	Ton-Mi. 23.28		
16	B-Schellville, Calif. via Oak.	0.077	765.3	58.93		
17				82.21	0.005	.41
18	Total Signal Work					1,114.99
19	Total Weekly Report Summary No. 6					1,247.72

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 7 — Week Ending June 26, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector(315.00/208)	Hour	32	1.5144	48.46	
3	" " Overtime		1	2.2716	2.27	
4	Total				50.73	
5	Vacation allowance		$50.73	3.00 c	1.52	
6	Unemployment & Retirement Taxes		47.53	6.25 c	2.97	
7	Compensation Insurance		50.73	4.00 c	2.03	
8	Supervision		50.73	10.00 c	5.07	62.32
9	**Personal Expenses**					
10	L.F.Rea, Engr.Inspector	Meal	8		7.45	
11	" " "	Bus Fares	6		2.20	9.65
12	**Equipment Operation**					
13	Employee's automobile	Mile	110	.06		6.60
14	Total Inspection					78.57
15	**Flag Protection Account Blasting**					
16	Laborers Sec.4	Hour	54	.97	52.38	
17	Vacation allowance		$52.38	3.00 c	1.57	
18	Unemployment & Retirement Taxes		53.95	6.25 c	3.37	
19	Compensation Insurance		52.38	4.00 c	2.10	
20	Supervision		52.38	10.00 c	5.24	64.66
21	**Equipment Operation**					
22	J. Green's automobile	Mile	77	.07		5.39
23	Total Flag Protection Account Blasting					70.05
24	Total Weekly Report Summary No. 7					148.62

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Gamemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 8 Period: June 27-30, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	24	1.5144	36.35	
3	Vacation allowance		$36.35	3.00 c	1.09	
4	Unemployment & Retirement Taxes		35.66	6.25 c	2.23	
5	Compensation Insurance		36.35	4.00 c	1.45	
6	Supervision		36.35	10.00 c	3.64	44.76
7	**Personal Expenses**					
8	L.F.Rea, Engr. Inspector	Meal	6		5.50	
9	" "	Bus Fares	6		2.20	7.70
10	**Equipment Operation**					
11	Employee's automobile	Mile	55	.06		3.30
12	Total Inspection					55.76
13	**Flag Protection Account Blasting**					
14	Powderman	Pow.#1 Hour	16	1.25	20.00	
15	Driller	" "	16	1.16	18.56	
16	Laborers	Sec.#4 "	34	.97	32.98	
17	Total				71.54	
18	Vacation allowance		$71.54	3.00 c	2.15	
19	Unemployment & Retirement Taxes		73.69	6.25 c	4.61	
20	Compensation Insurance		71.54	4.00 c	2.86	
21	Supervision		71.54	10.00 c	7.15	88.31
22	**Equipment Operation**					
23	J. Green's automobile	Mile	50	.07		3.50
24	Total Flag Protection Account Blasting					91.81
25	Total Weekly Report Summary No. 8					147.57

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BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 9 — Period: July 1-3, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	16	1.5144	24.23	
3	Vacation allowance		$24.23	3.00 c	.73	
4	Unemployment & Retirement Taxes		23.77	6.25 c	1.49	
5	Compensation Insurance		24.23	4.00 c	.97	
6	Supervision		24.23	10.00 c	2.42	29.84
7	Personal Expenses					
8	L.F.Rea, Engr.Inspector	Meals	4			3.60
9	Equipment Operation					
10	Employees Auto	Mile	110	.07		7.70
11	Total Inspection					41.14
12	**Flag Protection Account Blasting**					
13	Laborer Sec.#5	Hour	16	.96	15.36	
14	Powderman Pwd.#1	"	16	1.25	20.00	
15	Total				35.36	
16	Vacation allowance		$35.36	3.00 c	1.06	
17	Unemployment & Retirement Taxes		36.42	6.25 c	2.28	
18	Compensation Insurance		35.36	4.00 c	1.41	
19	Supervision		35.36	10.00 c	3.54	43.65
20	Total Flag Protection Account Blasting					43.65
21	Total Weekly Report Summary No. 9					84.79

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SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 10 — Week Ending July 10, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	**Personal Expense**					
8	L.F.Rea, Engr.Inspector	Meal	2			1.95
9	**Equipment Operation**					
10	Employees auto	Mile	52	.07		3.64
11	Total Inspection					20.50
12	**Flag Protection Account Blasting**					
13	Powderman — Pwd.#1	Hour	40	1.25	50.00	
14	Laborers — Soc.#5	"	80	.96	76.80	
15	Total				126.80	
16	Vacation allowance		$126.80	3.00 c	3.80	
17	Unemployment & Retirement Taxes		130.60	6.25 c	8.16	
18	Compensation Insurance		126.80	4.00 c	5.07	
19	Supervision		126.80	10.00 c	12.68	156.51
20	Total Flag Protection Account Blasting					156.51
21	Total Weekly Report Summary No. 10					177.01

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In accordance with Agreement Audit No. 78878, dated June 21, 1948

WEEKLY REPORT SUMMARY No. 11 — Week Ending July 17, 1948

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**						
2	Engineer Inspector (315.00/208)		Hour	16	1.5144	24.23	
3	Vacation allowance			$24.23	3.00 c	.73	
4	Unemployment & Retirement Taxes			23.81	6.25 c	1.49	
5	Compensation Insurance			24.23	4.00 c	.97	
6	Supervision			24.23	10.00 c	2.42	29.84
7	**Personal Expenses**						
8	L.F.Rea, Engr. Inspector		Meals	4			4.00
9	**Equipment Operation**						
10	Employees auto		Mile	93	.07	6.51	
11	" "		"	20	.06	1.20	7.71
12	Total Inspection						41.55
13	**Flag Protection Account Blasting**						
14	Powderman	Pwd.#1	Hour	48	1.25	60.00	
15	Laborers	Sec.#5	"	96	.97	93.12	
16	Total					153.12	
17	Vacation allowance			$153.12	3.00 c	4.59	
18	Unemployment & Retirement Taxes			157.71	6.25 c	9.86	
19	Compensation Insurance			153.12	4.00 c	6.12	
20	Supervision			153.12	10.00 c	15.31	189.00
21	Total Flag Protection						189.00
22	**Signal Work - Installing Permanent Line M.P. 751-752**						
23	Foreman (360.12/208)		Hour	8	1.7313	13.85	
24	Signalman		"	16	1.38	22.08	
25	Asst. Signalman		"	8	1.29	10.32	
26	" "		"	8	1.25	10.00	
27	" "		"	8	1.19	9.52	
28	" "		"	24	1.15	27.60	
29	Total					93.37	
30	Vacation allowance			$93.37	3.00 c	2.80	
31	Unemployment & Retirement Taxes			93.79	6.25 c	5.86	
32	Compensation Insurance			93.37	4.00 c	3.73	
33	Supervision			93.37	10.00 c	9.34	115.10
34	**Personal Expenses**						
35	E.M. Cathes, Foreman		Meal	1			.90
36	**Equipment**						
37	Truck, 1-1/2 ton		Day	1	4.00	4.00	
38	" gas and oil		Mile	45	.05	2.25	
39	Tool car, SPMW 3389		Day	1	1.30	1.30	
40	Matl. car, SP 35318		Day	1	1.30	1.30	
41	Total Signal Work						8.85
42	Total Weekly Report Summary No. 11						124.85
							955.40

SOUTHERN PACIFIC COMPANY — Sheet 1 of 2 Sheets

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Ganesah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 12 — Week Ending July 24, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Asst. Engineer (365.00/208)	"	16	1.7548	28.08	
4	Total				40.20	
5	Vacation allowance		$40.20	3.00 c	1.21	
6	Unemployment & Retirement Taxes		35.66	6.25 c	2.23	
7	Compensation Insurance		40.20	4.00 c	1.61	
8	Supervision		40.20	10.00 c	4.02	49.27
9	**Personal Expenses**					
10	L.F.Rea, Engr. Inspector	Meal	2		1.80	
11	" "	Bus Fare	1		.65	
12	E.D.Lincoln, Asst. Engr.	Meal	2		2.65	
13	" "	Bus Fare	2		.80	5.90
14	Total Inspection					55.17
15	**Flag Protection**					
16	Powderman Pwd.#1	Hour	48	1.25	60.00	
17	" O.T. "	"	2	1.875	3.75	
18	Laborers Sec.#5	"	96	.97	93.12	
19	" O.T. "	"	4	1.455	5.82	
20	Total				162.69	
21	Vacation allowance		$162.69	3.00 c	4.88	
22	Unemployment & Retirement Taxes		167.57	6.25 c	10.47	
23	Compensation Insurance		162.69	4.00 c	6.51	
24	Supervision		162.69	10.00 c	16.27	200.82
25	Total Flag Protection					200.82
26	**Signal Work**					
27	Install Permanent Line, M.P. 751-752					
28	Foreman (360.12/208)	Hour	24	1.7313	41.55	
29	Ld. Signalman	"	16	1.43	22.88	
30	Signalman	"	48	1.38	66.24	
31	Asst. Signalman	"	24	1.29	30.96	
32	" "	"	24	1.25	30.00	
33	" "	"	24	1.19	28.56	
34	" "	"	72	1.15	82.80	
35	Total				302.99	

PROJECT: Highway Location between Canemah and New era, Oregon

WEEKLY REPORT SUMMARY No. 12

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Signal Work (Cont'd)					
2	Install Permanent Line, M.P. 751-752 Cont'd.					
3	Vacation allowance		$302.99	3.00 c	9.09	
4	Unemployment & Retirement Taxes		304.94	6.25 c	19.06	
5	Compensation Insurance		302.99	4.00 c	12.12	
6	Supervision		302.99	10.00 c	30.30	373.56
7	Personal Expenses					
8	E.M.Oathes, Foreman	Meal	3			2.70
9	Equipment					
10	Truck, 1-1/2 ton	Day	3	4.00	12.00	
11	" gas and oil	Mile	155	.05	7.75	
12	Tool car, SPRW 3389	Day	4	1.30	5.20	
13	Matl. car, SP 35318	Day	4	1.30	5.20	30.15
14	Total Signal Work					406.41
15	Total Weekly Report Summary No. 12					662.40

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 13 — Week Ending July 31, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Asst. Engineer (365.00/208)	Hour	7	1.7548	12.28	
3	Vacation allowance		$12.28	3.00 c	.37	
4	Unemployment & Retirement Taxes		10.40	6.25 c	.65	
5	Compensation Insurance		12.28	4.00 c	.49	
6	Supervision		12.28	10.00 c	1.23	15.02
7	Personal Expenses					
8	E.D. Lincoln, Asst. Engr.	Meal	1		1.35	
9	" "	Bus Fare	1		.40	1.75
10	Total Inspection					16.77
11	**Flag Protection**					
12	Foreman (250.32/208) Extra #29	Hour	48	1.20346	57.77	
13	" O.T. "	"	8½	1.85	15.73	
14	Laborers "	"	96	.97	93.12	
15	" O.T. "	"	17	1.455	24.74	
16	Total				191.36	
17	Vacation allowance		$191.36	3.00 c	5.74	
18	Unemployment & Retirement Taxes		197.10	6.25 c	12.32	
19	Compensation Insurance		191.36	4.00 c	7.65	
20	Supervision		191.36	10.00 c	19.14	236.21
21	Total Flag Protection					236.21
22	Total Weekly Report Summary No. 13					252.98

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 14 — Week Ending August 7, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Protect Wires Account Blasting					
2	Signal Maintainer	Hour	1	1.38	1.38	
3	" " O.T.	"	4½	2.07	9.32	
4	Total				10.70	
5	Vacation allowance		$10.70	3.00 c	.32	
6	Unemployment & Retirement Taxes		11.02	6.25 c	.69	
7	Compensation Insurance		10.70	4.00 c	.43	
8	Supervision		10.70	10.00 c	1.07	13.21
9	Total Protect Wires					13.21
10	Flag Protection Account Blasting					
11	Foreman (250.32/208) Extra #29	Hour	48	1.20346	57.77	
12	" O.T. "	"	7	1.85	12.95	
13	Laborers	"	93	.97	90.21	
14	" O.T. "	"	13½	1.455	19.64	
15	Total				180.57	
16	Vacation allowance		$180.57	3.00 c	5.42	
17	Unemployment & Retirement Taxes		185.99	6.25 c	11.62	
18	Compensation Insurance		180.57	4.00 c	7.22	
19	Supervision		180.57	10.00 c	18.06	222.89
20	Equipment Operation					
21	Employees auto	Mile	222	.07		15.54
22	Total Flag Protection					238.43
23	Total Weekly Report Summary No. 14					251.64

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 15 — Week Ending August 14, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector(315.00/208)	Hour	8	1.5144	12.12	
3	Vacation allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	**Personal Expenses**					
8	L.F.Rea, Engr.Inspector	Meal	2			2.00
9	**Equipment Operation**					
10	Employees auto	Mile	60	.07		4.20
11	Total Inspection					21.11
12	**Protect Wires Account Blasting**					
13	Signal Maintainer	Hour	1	1.38	1.38	
14	" " O.T.	"	7½	2.07	15.53	
15	Total				16.91	
16	Vacation allowance		$16.91	3.00 c	.51	
17	Unemployment & Retirement Taxes		17.42	6.25 c	1.09	
18	Compensation Insurance		16.91	4.00 c	.68	
19	Supervision		16.91	10.00 c	1.69	20.88
20	Total Protect Wires					20.88
21	**Flag Protection**					
22	Foreman (250.32/208) Extra #29	Hour	40	1.20346	48.14	
23	" O.T. "	"	9½	1.85	17.58	
24	Laborers "	"	72	.97	69.84	
25	" O.T. "	"	16½	1.455	24.01	
26	" O.T.Sec.#4	"	2	1.455	2.91	
27	Total				162.48	
28	Vacation allowance		$162.48	3.00 c	4.87	
29	Unemployment & Retirement Taxes		167.35	6.25 c	10.46	
30	Compensation Insurance		162.48	4.00 c	6.50	
31	Supervision		162.48	10.00 c	16.25	200.56
32	**Equipment Operation**					
33	Employees auto	Mile	178	.07		12.46
34	Total Flag Protection					213.02
35	Total Weekly Report Summary No. 15					255.01

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78678 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 16 — Week Ending August 21, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	**Personal Expenses**					
8	L.F.Rea, Engr.Inspector	Meal	2			2.10
9	**Equipment Operation**					
10	Employees auto	Mile	65	.07		4.55
11	Total Inspection					21.56
12	**Protect Wires Account Blasting**					
13	Signal Maintainer	Hour	1	1.38	1.38	
14	" " O.T.	"	1½	2.07	3.11	
15	Total				4.49	
16	Vacation allowance		$4.49	3.00 c	.13	
17	Unemployment & Retirement Taxes		4.62	6.25 c	.29	
18	Compensation Insurance		4.49	4.00 c	.18	
19	Supervision		4.49	10.00 c	.45	5.54
20	Total Protect wires					5.54
21	**Flag Protection**					
22	Foreman (250.32/208) Extra #29	Hour	46	1.20346	55.36	
23	" O.T. "	"	2½	1.85	4.63	
24	Laborers "	"	77	.97	74.69	
25	" O.T. "	"	5	1.455	7.28	
26	Total				141.96	
27	Vacation allowance		$141.96	3.00 c	4.26	
28	Unemployment & Retirement Taxes		146.22	6.25 c	9.14	
29	Compensation Insurance		141.96	4.00 c	5.68	
30	Supervision		141.96	10.00 c	14.20	175.24
31	**Equipment Operation**					
32	Employees auto	Mile	100	.07	7.00	
33	" "	"	127	.06	7.62	14.62
34	Total Flag Protection					189.86
35	Total Weekly Report Summary No. 16					216.96

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 17 — Week Ending August 28, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	16	1.5144	24.23	
3	Vacation allowance		$24.23	3.00 c	.73	
4	Unemployment & Retirement Taxes		23.77	6.25 c	1.49	
5	Compensation Insurance		24.23	4.00 c	.97	
6	Supervision		24.23	10.00 c	2.42	29.84
7	Total					29.84
8	**Personal Expenses**					
9	L.F.Rea, Engr. Inspector	Meal	4			3.90
10	**Equipment Operation**					
11	Employees auto	Mile	115	.06		6.90
12	Total Inspection					40.64
13	**Making Reports**					
14	Engineer Inspector(315.00/208)	Hour	8	1.5144	12.12	
15	Vacation allowance		$12.12	3.00 c	.36	
16	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
17	Compensation		12.12	4.00 c	.48	
18	Supervision		12.12	10.00 c	1.21	14.91
19	Total Making Reports					14.91
20	**Flag Protection**					
21	Foreman (250.32/208) Extra #29	Hour	45	1.20346	54.16	
22	" O.T. "	"	3	1.85	5.55	
23	Laborers "	"	90	.97	87.30	
24	" O.T. "	"	5	1.455	7.28	
25	Total				154.29	
26	Vacation allowance		$154.29	3.00 c	4.63	
27	Unemployment & Retirement Tax		158.92	6.25 c	9.93	
28	Compensation Insurance		154.29	4.00 c	6.17	
29	Supervision		154.29	10.00 c	15.43	190.45
30	**Equipment Operation**					
31	Employees auto	Mile	183	.06		10.98
32	Total Flag Protection					201.43
33	Total Weekly Report Summary No. 17					256.98

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 18

Week Ending August 31, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Flag Protection					
2	Foreman (250.32/208) Extra #29	Hour	16	1.20346	19.26	
3	" O.T. "	"	1½	1.85	2.78	
4	Laborers	"	32	.97	31.04	
5	" O.T. "	"	3	1.455	4.37	
6	Total				57.45	
7	Vacation allowance		$57.45	3.00 %	1.72	
8	Unemployment & Retirement Taxes		59.17	6.25 %	3.70	
9	Compensation Insurance		57.45	4.00 %	2.30	
10	Supervision		57.45	10.00 %	5.75	70.92
11	Equipment					
12	Employees auto	Mile	68	.06		4.08
13						
14	Total Flag Protection and Total Weekly Report Summary No. 18					75.00

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 19

Period: Sept. 1-4, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**			$	$	$
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation allowance		$12.60	3.00 c	.38	
4	Unemployment & Retirement Taxes		12.36	6.25 c	.77	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.51
7	**Personal Expenses**					
8	L.F. Rea, Engr. Inspector					
9	" "	Meals	2		1.80	
		Bus Fare	2	.58	1.16	2.96
10	Total Inspection					18.47
11	**Flag Protection**					
12	Foreman (250.32/200) Extra #29	Hour	24	1.2516	30.04	
13	" O.T. "	"	2	1.85	3.70	
14	Laborers "	"	48	.97	46.56	
15	" O.T. "	"	4	1.455	5.82	
16	Total				86.12	
17	Vacation allowance		$86.12	3.00 c	2.58	
18	Unemployment & Retirement Taxes		88.70	6.25 c	5.54	
19	Compensation Insurance		86.12	4.00 c	3.44	
20	Supervision		86.12	10.00 c	8.61	106.29
21	**Equipment**					
22	R. Thorne's auto	Mile	87	.07		6.09
23	Total - Flag Protection					112.38
24	Total Weekly Report Summary No. 19					130.85

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 20 — Week Ending Sept. 11, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation allowance		$12.60	3.00 c	.38	
4	Unemployment & Retirement Taxes		12.36	6.25 c	.77	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.51
7	**Personal Expenses**					
8	L.F.Rea, Engr. Inspector	Meals	2			1.95
9	**Equipment**					
10	Employees auto	Mile	60	.07		4.20
11	Total - Inspection					21.66
12	**Remove Temporary Signal Facilities and Salvage**					
13	Foreman (360.12/200)	Hour	8	1.8006	14.40	
14	Lead Signalman	"	8	1.43	11.44	
15	Ass't. Signalmen	"	16	1.38	22.08	
16	" "	"	8	1.29	10.32	
17	" "	"	8	1.25	10.00	
18	" "	"	16	1.15	18.40	
19	Signal Helper	"	8	1.13	9.04	
20	Total				95.68	
21	Vacation allowance		$95.68	3.00 c	2.87	
22	Unemployment & Retirement Taxes		96.08	6.25 c	6.01	
23	Compensation Insurance		95.68	4.00 c	3.83	
24	Supervision		95.68	10.00 c	9.57	117.96
25	**Personal Expenses**					
26	E.M. Oathes, Foreman	Meal	1			1.00
27	**Equipment**					
28	S.P.Co. Truck - F6-1-1/2 ton	Day	1	4.00	4.00	
29	Gas & Oil for truck	Mile	60	.05	3.00	
30	Outfit cars (2)	Day	2	1.30	2.60	9.60

PROJECT: [illegible] location between Canema[illegible] and [illegible] Ore.

WEEKLY REPORT SUMMARY No. 20

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Material Recovered From Temporary Facilities					
2	Porcelain terminals					
3	Lightning arrestors	Each	20	.068	1.36 cr.	
4	Cable inlet	"	11	.6375	7.01 "	
5	Pipe nipple, 1½"x6"	"	1	1.80	1.80 "	
6	Scrap copper from		1	.09	.09 "	
7	5 & 12 condr. cables 39, 850 ft.	Lbs.	518	.16	$2.88 "	93.14 cr.
8	Total - Remove Temporary signal facilities and salvage					35.42
9	Flag Protection					
10	Foreman (250.32/200)	Extra #29	Hour	40	1.2516	50.06
11	" O.T.	"	"	5	1.85	9.25
12	Laborers	"	"	72	.97	69.84
13	" O.T.	"	"	9	1.455	13.10
14	"	Section#5	"	8	.97	7.76
15	" O.T.	"	"	1	1.455	1.46
16	Total					151.47
17	Vacation allowance		$151.47	3.00 %	4.54	
18	Unemployment & Retirement Taxes		156.01	6.25 %	9.75	
19	Compensation Insurance		151.47	4.00 %	6.06	
20	Supervision		151.47	10.00 %	15.15	186.97
21	Equipment					
22	R. Thorne's auto	Mile	120	.07		8.40
23	Total - Flag Protection					195.37
24	Total Weekly Report Summary No. 20					252.45

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 21 — Week Ending Sept. 18, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	24	1.575	37.80	
3	Vacation allowance		$37.80	3.00 c	1.13	
4	Unemployment & Retirement Taxes		37.08	6.25 c	2.32	
5	Compensation Insurance		37.80	4.00 c	1.51	
6	Supervision		37.80	10.00 c	3.78	46.54
7	Personal Expenses					
8	L.F. Rea, Engr. Inspector	Meals	6		5.40	
9	" "	Bus Fares	1		.95	6.35
10	Equipment					
11	Employees auto	Mile	125	.07		8.75
12	Total - Inspection					61.64
13	Flag Protection					
14	Foreman 250.32/200) Extra #29	Hour	48	1.2516	60.08	
15	" O.T. "	"	9½	1.85	17.58	
16	Laborers "	"	96	.97	93.12	
17	" O.T. "	"	19	1.455	27.65	
18	Total				198.43	
19	Vacation allowance		$198.43	3.00 c	5.95	
20	Unemployment & Retirement Taxes		204.38	6.25 c	12.77	
21	Compensation Insurance		198.43	4.00 c	7.94	
22	Supervision		198.43	10.00 c	19.84	244.93
23	Equipment					
24	R. Thorne's auto	Mile	144	.07		10.08
25	Total - Flag Protection					255.01
26	Total Weekly Report Summary No. 21					316.65

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Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 22 — Week Ending Sept. 25, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	16	1.575	25.20	
3	Vacation allowance		$25.20	3.00 c	.76	
4	Unemployment & Retirement Taxes		24.72	6.25 c	1.55	
5	Compensation Insurance		25.20	4.00 c	1.01	
6	Supervision		25.20	10.00 c	2.52	31.04
7	**Personal Expenses**					
8	L.F.Rea, Engr. Inspector	Meals	2			1.90
9	**Equipment**					
10	Employees auto	Mile	60	.07		4.20
11	Total - Inspection					37.14
12	**Flag Protection**					
13	Foreman (250.32/200) Extra #29	Hour	46	1.2516	57.57	
14	" O.T. "	"	14	1.85	25.90	
15	Laborers "	"	86	.97	83.42	
16	" O.T. "	"	10	1.455	14.55	
17	" Section #5	"	6	.97	5.82	
18	Total				187.26	
19	Vacation allowance		$187.26	3.00 c	5.62	
20	Unemployment & Retirement Taxes		192.88	6.25 c	12.06	
21	Compensation Insurance		187.26	4.00 c	7.49	
22	Supervision		187.26	10.00 c	18.73	231.16
23	**Personal Expenses**					
24	R. Thorne's auto	Mile	125	.07		8.75
25	Total - Flag Protection					239.91
26	**Protect Wires Account of Blasting**					
27	Signal Maintainer O.T.	Hour	3	2.07	6.21	
28	Vacation allowance		$6.21	3.00 c	.19	
29	Unemployment & Retirement Taxes		6.40	6.25 c	.40	
30	Compensation Insurance		6.21	4.00 c	.25	
31	Supervision		6.21	10.00 c	.62	7.67
32	Total Protect Wires Account of Blasting					7.67
33	Total Weekly Report Summary No. 22					284.72

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 23 — Week Ending Sept. 30, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation allowance		$12.60	3.00 c	.38	
4	Unemployment & Retirement Taxes		12.36	6.25 c	.77	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.51
7	Personal Expenses					
8	L.F.Rea, Engr.Inspector	Meals	2			1.95
9	Equipment					
10	Employees auto	Mile	65	.06		3.90
11	Total Inspection					21.36
12	**Flag Protection**					
13	Foreman (250.32/200) Extra #29	Hour	32	1.2516	40.05	
14	" O.T. "	"	4	1.85	7.40	
15	Laborers "	"	64	.97	62.08	
16	" O.T. "	"	8	1.455	11.64	
17	Total				121.17	
18	Vacation allowance		$121.17	3.00 c	3.64	
19	Unemployment & Retirement Taxes		124.81	6.25 c	7.80	
20	Compensation Insurance		121.17	4.00 c	4.85	
21	Supervision		121.17	10.00 c	12.12	149.58
22	Equipment					
23	R. Thorne's auto	Mile	24	.07	1.68	
24	" "	"	66	.06	3.96	5.64
25	Total - Flag Protection					155.22
26	Total Weekly Report Summary No. 23					176.58

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No.12 - Suppl. No.1 Week Ending July 21, 1948

	Description (1)		Unit (2)	Quantity (3)	Unit Rate (4)		Amount (5)	Total (6)
1	Restore Permanent Signal Lines							
2	Material							
3	A-Bolts, 5/8"x18"	New	Ea.	8	.21		1.68	
4	A-Crossarms, creo. 10-pin	"	"	4	1.68		6.72	
5	AB-Insulators, glass #19	"	"	30	.09		2.70	
6	A-Pins, steel 1/2"	"	"	30	.18		5.40	
7	A-Screws, lag 1/2"x4"	"	"	3	.05		.15	
8	A-Washers, 2"x2"x1/8"	"	"	32	.01		.32	
9	A-Wire, galv.#9 weather braid	"	Ft.	1,320	12.60	M'	16.63	33.60
10	Store expense			$33.60	10.00	%		3.36
11	Freight		Tons	Miles	Ton-Mi.			
12	A-West Oakland to New Era		.149	692.8	103.23			
13	B-El Paso to West Oakland		.017	1,276.7	21.70			
14					124.93	.005		.62
15	Total - Restore Permanent Signal Lines and							37.58
16	Total Weekly Report Summary No. 12 Suppl. No. 1							

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Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 24 Period: Oct. 1-2. 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation Allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	Personal Expenses					
8	L.F.Rea, Engr. Insp.	Meal	2			1.85
9	Equipment					
10	Employees Auto	Mile	65	.07		4.55
11	Total - Inspection					21.31
12	Flag Protection					
13	Foreman (250.32/208	Extra 29 Hour	10½	1.20346	12.64	
14	" O.T.	" "	3	1.85	5.55	
15	Laborers	" "	27	.97	26.19	
16	" O.T.	" "	4½	1.455	6.55	
17	Laborer	See.5 "	13	.97	12.61	
18	" O.T.	" "	2	1.455	2.91	
19	Total				66.45	
20	Vacation allowance		$66.45	3.00 c	1.99	
21	Unemployment & Retirement Taxes		68.44	6.25 c	4.28	
22	Compensation Insurance		66.45	4.00 c	2.66	
23	Supervision		66.45	10.00 c	6.65	82.03
24	Equipment					
25	Employees Auto	Extra 29 Mile	62	.07		4.34
26	Total - Flag Protection					86.37
27	Total Weekly Report Summary No. 24					107.68

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 25 — Week Ending Oct. 9, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	24	1.5144	36.35	
3	Vacation allowance		$36.35	3.00 c	1.09	
4	Unemployment & Retirement Taxes		35.66	6.25 c	2.23	
5	Compensation Insurance		36.35	4.00 c	1.45	
6	Supervision		36.35	10.00 c	3.64	44.76
7	**Personal Expenses**					
8	L.F. Rea, Engr. Insp.	Meal	4			3.65
9	**Equipment**					
10	Employees Auto	Mile	135	.07		9.45
11	Total Inspection					57.86
12	**Flag Protection**					
13	Foreman (250.32/208	Extra 29		Hour	36½	1.20346	43.93	
14	" O.T.	"		"	10½	1.85	19.43	
15	Laborers	"		"	75	.97	72.75	
16	" O.T.	"		"	16½	1.455	24.01	
17	Laborer	Sec. 5		"	48	.97	46.56	
18	" O.T.	"		"	12	1.455	17.46	
19	Total						224.14	
20	Vacation allowance				$224.14	3.00 c	6.72	
21	Unemployment & Retirement Taxes				230.86	6.25 c	14.43	
22	Compensation Insurance				224.14	4.00 c	8.97	
23	Supervision				224.14	10.00 c	22.41	276.67
24	**Equipment**							
25	Employees Auto	Extra 29		Mile	165	.07		11.55
26	Total - Flag Protection							288.22
27	Total Weekly Report Summary No. 25							346.08

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 26 — Week Ending Oct. 16, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	16	1.5144	24.23	
3	Vacation allowance		$24.23	3.00 c	.73	
4	Unemployment & Retirement Taxes		23.77	6.25 c	1.49	
5	Compensation Insurance		24.23	4.00 c	.97	
6	Supervision		24.23	10.00 c	2.42	29.84
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	4			3.85
9	Equipment					
10	Employees Auto	Mile	65	.07	4.55	
11	" "	"	70	.06	4.20	8.75
12	Total - Inspection					42.44
13	Flag Protection					
14	Foreman (250.32/208) Extra 29	Hour	46	1.20346	55.36	
15	" O.T. "	"	12	1.85	22.20	
16	Laborers "	"	88	.97	85.36	
17	" O.T. "	"	18½	1.455	26.92	
18	Laborer Sec.5	"	24	.97	23.28	
19	" O.T. "	"	6½	1.455	9.46	
20	Total				222.58	
21	Vacation allowance		$222.58	3.00 c	6.68	
22	Unemployment & Retirement Taxes		229.26	6.25 c	14.33	
23	Compensation Insurance		222.58	4.00 c	8.90	
24	Supervision		222.58	10.00 c	22.26	274.75
25	Equipment					
26	Employees Auto	Mile	144	.07		10.08
27	Total - Flag Protection					284.83
28	Total Weekly Report Summary No. 26					327.27

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 27

Week Ending Oct. 23, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	16	1.5144	24.23	
3	Vacation allowance		$24.23	3.00 c	.73	
4	Unemployment & Retirement Taxes		23.77	6.25 c	1.49	
5	Compensation Insurance		24.23	4.00 c	.97	
6	Supervision		24.23	10.00 c	2.42	29.84
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.80
9	Equipment					
10	Employees Auto	Mile	65	.06		3.90
11	Total Inspection					35.54
12	Flag Protection					
13	Foreman (250.32/208 Extra 29	Hour	48	1.20346	57.77	
14	" O.T. "	"	3	1.85	5.55	
15	Laborers "	"	96	.97	93.12	
16	" O.T. "	"	6	1.455	8.73	
17	Total				165.17	
18	Vacation allowance		$165.17	3.00 c	4.96	
19	Unemployment & Retirement Taxes		170.13	6.25 c	10.63	
20	Compensation Insurance		165.17	4.00 c	6.61	
21	Supervision		165.17	10.00 c	16.52	203.89
22	Equipment					
23	Employees Auto Extra 29	Mile	122	.07		8.54
24	Total Flag Protection					212.43
25	Total Weekly Report Summary No. 27					247.97

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 28

Week Ending Oct. 30, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.85
9	Equipment					
10	Employees Auto	Mile	70	.06		4.20
11	Total - Inspection and Total Weekly Report Summary No. 28					20.96

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Highway Relocation between Gaesmak and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 29 — One Day - Oct. 31, 1948

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

Nothing to Report

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 30 — Week Ending Nov. 6, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation Allowance		$12.60	3.00 c	.38	
4	Unemployment and Retirement Taxes		12.36	6.25 c	.77	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.51
7	Personal Expenses					
8	L.F, Rea, Engr. Insp.	Meal	2			1.85
9	Equipment					
10	Employee's Auto	Mile	70	.07		4.90
11	Total - Inspection and Weekly Report Summary No. 30					22.26

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 31 — Week Ending Nov. 13, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation Allowance		$12.60	3.00 %	.38	
4	Unemployment & Retirement Taxes		12.36	6.25 %	.77	
5	Compensation Insurance		12.60	4.00 %	.50	
6	Supervision		12.60	10.00 %	1.26	15.51
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.85
9	Equipment					
10	Employee's Auto	Mile	70	.07		4.90
11	Total - Inspection and Weekly Report Summary No. 31					22.26

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 32

Week Ending Nov. 20, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation Allowance		$12.60	3.00 %	.38	
4	Unemployment & Retirement Taxes		12.35	6.25 %	.77	
5	Compensation Insurance		12.60	4.00 %	.50	
6	Supervision		12.60	10.00 %	1.26	15.51
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.85
9	Equipment					
10	Employee's Auto	Mile	75	.06		4.50
11	Total - Inspection and Weekly Report Summary No. 32					21.86

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 33

Week Ending Nov. 27, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	16	1.575	25.20	
3	Vacation Allowance		$25.20	3.00 %	.76	
4	Unemployment & Retirement Taxes		24.72	6.25 %	1.55	
5	Compensation Insurance		25.20	4.00 %	1.01	
6	Supervision		25.20	10.00 %	2.52	31.04
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	75	.06		4.50
11	Total - Inspection and Weekly Report Summary No. 33					37.34

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WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 76878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 34 Period: Nov. 29-30, 1948

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Nothing to Report

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPA...

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY NO. 35 Periods Dec. 1-4, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	**Inspection**					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation Allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	**Personal Expenses**					
8	L.F. Rea, Engineer Inspector	Meal	2			1.85
9	**Equipment**					
10	Employee's Auto	Mile	75	.07		5.25
11	Total - Inspection and Weekly Report Summary No. 35					22.01

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SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 36 — Week Ending Dec. 11, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation Allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	Personal Expenses					
8	L.F. Rea, Engineer Inspector	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	75	.07		5.25
11	Total - Inspection and Weekly Report Summary No. 36					21.96

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BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78578 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 37 — Week Ending Dec. 18, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation Allowance		$12.12	3.00 %	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 %	.74	
5	Compensation Insurance		12.12	4.00 %	.48	
6	Supervision		12.12	10.00 %	1.21	14.91
7	Personal Expenses					
8	L.F. Rea, Engineer Inspector	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	70	.07		4.90
11	Total - Inspection and Weekly Report Summary No. 37					21.61

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 38 — Week Ending Dec. 25, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation Allowance		$12.12	3.00 c	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 c	.74	
5	Compensation Insurance		12.12	4.00 c	.48	
6	Supervision		12.12	10.00 c	1.21	14.91
7	Personal Expenses					
8	L.F. Rea, Engineer Inspector	Meal	2			1.75
9	Equipment					
10	Employee's Auto	Mile	75	.06		4.50
11	Total - Inspection and Weekly Report Summary No. 38					21.16

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPA[illegible]

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 39

Week Ending Dec. 31, 1948

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/208)	Hour	8	1.5144	12.12	
3	Vacation Allowance		$12.12	3.00 %	.36	
4	Unemployment & Retirement Taxes		11.89	6.25 %	.74	
5	Compensation Insurance		12.12	4.00 %	.48	
6	Supervision		12.12	10.00 %	1.21	14.91
7	Personal Expenses					
8	L.F. Rea, Engineer Inspector	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	75	.06		4.50
11	Total - Inspection and Weekly Report Summary No. 39					21.21

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 40 One Day: Jan. 1, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
				$	$

Nothing to Report

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No.41 Week Ending Jan. 8, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation Allowance		$12.60	3.00 c	.38	
4	Unemployment & Retirement Taxes		12.96	6.50 c	.80	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.54
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	75	.07		5.25
11	Total - Inspection and Weekly Report Summary No. 41					22.59

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 42 Week Ending Jan. 15, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation Allowance		$12.60	3.00 c	.38	
4	Unemployment & Retirement Taxes		12.36	6.50 c	.80	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.54
7	Personal Expenses					
8	L.F.Rea, Engr. Insp.	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	60	.07		4.20
11	Total - Inspection and Weekly Report Summary No. 42					21.54

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 43. Week Ending Jan. 22, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	Inspection					
2	Engineer Inspector (315.00/200)	Hour	8	1.575	12.60	
3	Vacation Allowance		$12.60	3.00 c	.38	
4	Unemployment & Retirement Taxes		12.36	6.50 c	.80	
5	Compensation Insurance		12.60	4.00 c	.50	
6	Supervision		12.60	10.00 c	1.26	15.54
7	Personal Expenses					
8	L.F. Rea, Engr. Insp.	Meal	2			1.70
9	Equipment					
10	Employees Auto	Mile	65	.06		3.90
11	Total - Inspection and Weekly Report Summary No. 43					21.14

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78678 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 44

Week Ending Jan. 29, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Nothing to Report

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78678 dated June 21, 1948

WEEKLY REPORT SUMMARY No. 45 One Day Jan. 31, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

Nothing to Report

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 46 Period: Feb. 1-5, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Nothing to Report

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MAY 23 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 47 — Week ending Feb. 12, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	INSPECTION					
2	Instrumentman (310.00/184)	Hour	8	1.6848	13.48	
3	Vacation allowance		$13.48	3.00 c	.40	
4	Unemployment & Retirement Taxes		13.88	6.00 c	.83	
5	Compensation Insurance		13.48	4.00 c	.54	
6	Supervision		13.48	10.00 c	1.35	16.60
7	Personal Expenses					
8	L.F. Rea, Instrumentman	Meal	2			1.80
9	Equipment					
10	Employee's Auto	Mile	65	.07		4.55
11	Total-Inspection and Weekly Report Summary No. 47					22.95

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY Nos. 48,49 & 50 — Weeks ending Feb. 19 & 26, 1949 and One day Feb. 28, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$

Nothing to Report

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MAY 23 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 51 Period: March 1-5, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	INSPECTION					
2	Instrumentman (310.00/216)	Hour	8	1.4352	11.48	
3	Vacation allowance		$11.48	3.00 c	.34	
4	Unemployment & Retirement Taxes		11.82	6.00 c	.71	
5	Compensation Insurance		11.48	4.00 c	.46	
6	Supervision		11.48	10.00 c	1.15	14.14
7	Personal Expenses					
8	L.F. Rea, Instrumentman	Meal	2			1.75
9	Equipment					
10	Employee's Auto	Mile	60	.07		4.20
11	Total-Inspection and Weekly Report Summary No. 51					20.09

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MAY 23 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 52 Week ending March 12, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Nothing to Report

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 53 — Week ending March 19, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
			$	$	$
1 INSPECTION					
2 Instrumentman (310.00/216)	Hour	8	1.4352	11.48	
3 Vacation allowance		$11.48	3.00 c	.34	
4 Unemployment & Retirement Taxes		11.82	6.00 c	.71	
5 Compensation Insurance		11.48	4.00 c	.46	
6 Supervision		11.48	10.00 c	1.15	14.14
7 Personal Expenses					
8 L.F. Rea, Instrumentman	Meal	2			1.80
9 Equipment Operation					
10 Employee's Auto.	Mile	70	.07		4.90
11 Total- Inspection and Weekly Report Summary No. 53					20.84

RECEIVED
MAY 23 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY Nos. 54 & 55

Week ending March 26, 1949
and Period: March 28-31, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Nothing to Report

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY Nos.56,57,58,59 & 60 Month of April, 1949

Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)

Nothing to Report

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OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 61 Week ending May 7, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	INSPECTION					
2	Instrumentman (310.00/200)	Hour	4	1.55	6.20	
3	Vacation allowance		$6.20	3.00 c	.19	
4	Unemployment & Retirement Taxes		6.39	6.00 c	.38	
5	Compensation Insurance		6.20	4.00 c	.25	
6	Supervision		6.20	10.00 c	.62	7.64
7	Personal Expenses					
8	L.F. Rea, Instrumentman	Meal	1			.95
9	Total-Inspection and Weekly Report Summary No. 61					8.59

RECEIVED
MAY 23 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

SOUTHERN PACIFIC COMPANY

WEEKLY REPORT OF FORCE ACCOUNT WORK

Highway Relocation between Canemah and New Era, Oregon
In Accordance with Agreement Audit No. 78878 dated June 21, 1948
Between the State of Oregon State Highway Commission and the
Southern Pacific Company

WEEKLY REPORT SUMMARY No. 62 — Week ending May 14, 1949

	Description (1)	Unit (2)	Quantity (3)	Unit Rate (4)	Amount (5)	Total (6)
1	INSPECTION					
2	Instrumentman (310.00/200)	Hour	4	1.55	6.20	
3	Vacation allowance		$6.20	3.00 c	.19	
4	Unemployment & Retirement Taxes		6.39	6.00 c	.38	
5	Compensation Insurance		6.20	4.00 c	.25	
6	Supervision		6.20	10.00 c	.62	7.64
7	Personal Expenses					
8	L.F. Rea, Instrumentman	Meal	1			.85
9	Equipment					
10	Employee's Auto	Mile	60	.07		4.20
11	Total-Inspection and Weekly Report Summary No. 62					12.69

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MAY 23 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

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FEB 9 1950
FOR FILING

Files

3-1110

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 6, 1950

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Glaisyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Note
1.	1163	3010	12-final	Warren Northwest, Inc.	21,574.04	368115	
2.							
3.							
4.	Accepted						
5.	Time Extensions						
6.	Claims						
7.	Remarks:						
8.							
9.							
10.							
11.							
12.							

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Warrent mailed FEB 8 1950 1950

Approved _____
Secretary

NOTED ON CARD
2-8-50, gr

LOST TITLE
NEEDED

FORM E-60 1031 6-48 20430

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Feb. 6, 1950

SUBJECT: Request for release of warrants on final estimates.

To: Mr. H. B. Gladsyer
O-f-f-i-c-e

	Vou. #	Cont. #	Est. #	Name	Am't.	Wt. #	Item
1.	1163	3010	12-final	Warren Northwest, Inc.	21,574.04	368115	
2.							

3. Completed June 18, 1949

4. Accepted Aug. 1, 1949

5. Time Extensions Extended to June 18, 1949 without penalty

6. Claims None

7.

Remarks:

8.

9. Ok for immediate release

10.

11.

12.

ACCOUNTING DIVISION

By _____
Bookkeeping Dept.

Warrant mailed _____ 1950

Approved _____
Secretary

RECEIVED
JAN 11 1950
FOR FILING

B-1110

3010

January 10, 1950

W. Talbot Sinclair, Manager
United States Fidelity & Guaranty Co.
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1010, covering the Oregon City-New Era Section of the Pacific East Highway in Clackamas County, has been completed by the contractor, Warren Northwest, Inc., and that final payment in the amount of $21,574.04 will be made on or after January 20, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $743,037.65, of which amount $9,099.99 represents force account items. This contract was completed on June 18, 1949 and accepted by the Highway Commission on August 1, 1949.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
1-10-50, gl

RECEIVED
JAN 11 1950
FOR FILING

3-1110

3010

January 9, 1950

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1949, had under discussion your request for an extension of time of 18 days, from June 1 to June 18, 1949, within which to complete your contract No. 3010 covering the Oregon City-New Era Section of Pacific Hwy. Highway in Clackamas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the Engineer or the reasons given by you for failure to complete the project within the specified time.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HHG:gl

cc: F. T. Young,
Asst. Division Engineer

H. G. Smith

NOTED ON CARD
1-9-50 gl

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DEC 22 1949
FILING

3-1110

3-010

PHONE BEACON 2047

K. F. JACOBSEN & CO. INC.

SUCCESSOR TO JACOBSEN-JENSEN CO.

GENERAL CONTRACTORS

6445 SOUTHWEST FOREST STREET

PORTLAND 1, OREGON

December 16, 1949

Oregon State Highway Commission,

Salem, Oregon

Att: Mr. W. C. Williams

MR. W. C. WILLIAMS

Gentlemen:

Reference is made to your letter of December 14th concerning the chimney damage suffered by Mrs. Mae Rakel at Canemah incidental to the construction of the Oregon City-New Era section of the Pacific Highway.

Our representative called on Mrs. Rakel at the time of the damage and we were of the opinion that she was to have the chimney repaired and that we would pay the bill. Since the chimney has not been fixed, our surety company's representative is calling on Mrs. Rakel to settle the matter today.

We hope that this procedure is to your satisfaction.

Very truly yours,

K. F. JACOBSEN & CO., INC.

K. F. Jacobsen,
President

RECEIVED
DEC 19 1949
OREGON
STATE HIGHWAY COMMISSION

KFJ:ebp

cc: Warren Northwest, Inc.

RECEIVED
DEC 15 1949
FOR FILING

2-1110
2-10

File

December 14, 1949

E. F. Jacobsen & Co., Inc.
6145 S. E. Porter Street
Portland 1, Oregon

Gentlemen:

We have received several communications from Mrs. Ella Zalesky, 2820 S. E. Park Avenue, Milwaukie, Oregon, concerning damage to her chimney at Carnmah by blasting.

Apparently your insurance company made some investigation last year. Will you kindly advise us what action was taken, or is being taken, so that we can be in touch with the matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mrs. H. G. Smith
Mr. A. G. Skelton

FORM 1M REVISED 10-47

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

ARTHUR W. SCHAUPP, MEMBER
KLAMATH FALLS

BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE LA 2128

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4844, PORTLAND 2, OREGON

December 9, 1949

IN REPLY PLEASE
REFER TO FILE NO.

Warren Northwest, Inc.
9860 S.W. Hancock Dr.
Portland, Oregon

Gentlemen:

I am enclosing herewith copy of a letter dated December 6th from Mrs. Mae Rakel of 2820 S.E. Park Avenue, Milwaukie, Oregon.

Mrs. Rakel has called our attention to damage she claims was caused to the chimney on her house, which is located across the highway from our maintenance station in Canemah, from blasting operations in the Canemah cut, incidental to the construction of the Oregon City-New Era section of the Pacific Highway East under contract to yourself. It appears that Mrs. Rakel brought this matter to the attention of our resident engineer, Mr. H. L. Porter, at the time she claims the damage occurred, and that a representative of your subcontractor, the Karl Jacobsen Company, or their insurance agent, called on her at that time.

Will you please see that this matter is taken care of.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: Karl Jacobsen Co.

RECEIVED
DEC 12 1949
OFFICE OF
CONSTRUCTION ENGINEER

Dec. 6 - 1949

Oregon State Highway Dept.
Sellwood Station.
Box 4644
Portland, Oregon. Attn. Mr. Frank Young -

Gentleman:

During the summer of 1948, in the course of the construction work on the new highway from Oregon city to New Era, the heavy blasting done in the vicinity damaged the chimney of my house in Canemah.

This house is located on the south side of the highway diagonally across from the State Highway

intenance Shed, and
is occupied by Cecil Brown
who has rented the place
for several years, including
the time at which the
damage was done -
I have previously spoken,
concerning this matter
to Mr Rod Porter, and was
subsequently asked by the
contractor, The Jacobson Co,
to supply them with estimates
from two brick masons as to
the cost of repairs. I have
asked two masons for estimates,
but they seem to be reluctant
to take time to estimate such
a small job, especially when
they expect considerable red tape
ind collecting.
I feel that this chimney

...uld be repaired without
the necessity of me
spending a lot of time
and effort to find someone
to do the work and see
that he gets his money.

Very truly yours,
Mac Rakel

RECEIVED
DEC 1949

RECEIVED
DEC 13 1949
FOR FILING

3-1110
3010

December 6, 1949

Request for extension of time
No. 13
Contract 10 and 20 working

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Warren Northwest, Inc. for an extension of time on Contract No. 3010, Oregon Caves New Era Section, from May 31, 1949 to June 15, 1950.

All work on the traveled roadway was completed within the time limit with the exception of some final clean-up and final finishing at the bridge on the southerly end of the project.

The State suffered no inconvenience because of the noncompletion, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc W. C. Williams
H. C. Smith

hi

RECEIVED
OCT 27 1949
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

GMO-41702

L. P. HOPKINS
SUPERINTENDENT

October 25, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams,
Asst. State Highway Engineer

Gentlemen:

Your letter of September 29th regarding Oregon City-New Era Highway relocation.

This is to advise that corrections have been made at all locations on this project to our satisfaction.

Yours truly,

L O Hopkins

NOTED
W. C. WILLIAMS

RECEIVED
OCT 27 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 30 1949
FOR FILING

3-1110

3016

153-W

September 29, 1949

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

Please refer to your letter of August 10, CMO-4i702, Oregon City-New Era Highway easement.

In your letter you brought to our attention three places still requiring attention, and these we have corrected.

The railroad culvert 75L.56 has been cleaned out, and a rock base has been built at the upper end of the culvert to hold back fill material from going into it.

The condition in the vicinity of Highway Engineer's Station 133+50 is being corrected by the construction of a ditch behind the concrete gutter on the east side of the highway. The trouble was a result of the inadequacy of our gutter, which did not handle all the water. We are as desirous as you are that the water not run across the road, as it creates a hazard on the highway. We believe the additional ditching on the east side of the highway will eliminate the condition that formerly existed.

All weep holes discharging directly onto the slope from the partial viaduct south of Canemah have been plugged, and the entire drainage at this point is confined to the flume leading to railroad culvert 75A.18.

If your inspection indicates that these corrections are satisfactory, we believe the job may be closed out.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

FORM E-20 15M 12-48 27989

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 16th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #1335, requirements of the Southern Pacific Company before approving the Oregon City-New Era Section, I am attaching letter from Mr. Skelton advising that these requirements have been completed, and they should now be requested to accept the project.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-20X 1M 5-49 21008

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 15, 1949

SUBJECT: Work to be Done on Oregon City-New Era Section

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Under date of August 16th you wrote forwarding copy of a letter from the Southern Pacific Company, regarding certain work to be done on the Oregon City-New Era section before they were willing to close out the job, and requested that this work be taken care of immediately.

I am forwarding herewith copy of Maintenance Superintendent, W. M. Strohmeyer's report of September 14th in which he advises that railroad culvert 751.56 has been cleaned out, and that a rock ba-ing has been built at the upper end of the culvert to hold back fill material from going into it. All weep holes discharging directly on the slope have been plugged on the partial viaduct south of Canemah, and the entire drainage at this point is confined in the flume leading to railroad culvert 754.1y. The condition in the vicinity of highway engineer's station 133+50 is being corrected by the construction of a ditch behind the concrete gutter on the east side of the highway at this point. The trouble complained of by the railroad was caused by the inadequacy of our gutter, which did not handle all the water, especially during freezing weather, and a portion of this water ran across the highway and over the slope. We do not wish this water to run across the road and present a serious condition, particularly in freezing weather, and the work Strohmeyer is now doing, we believe will correct this condition. A concrete curb and gutter requested by the railroad will not be necessary.

Yours very truly,

A. G. SKELTON
Division Engineer

AGSsw
Encl.
cc: Mr. B. A. Collier
Mr. W. M. Strohmeyer

OREGON STATE H

TO:

INTER-DEPT

ASSIGNMENT

No. 1335 WBW

DESCRIPTION: L. P. Hopkins' letter of 8-10-49 re Oregon City New Era Highway easement

DATE: 8-16-49

ASSIGNED TO: Smith

- [x] Investigation and report to this office
- [ ] Reply direct with copy to this office
- [ ] Return with drafted reply
- [ ] Comment or recommendation and return to this office
- [ ] Investigation and such action as is necessary
- [ ] Please prepare reply for my signature
- [ ] Assignment executed Date _____
- [ ] _____

REPORT RECEIVED: 9-19-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO
GMO-41702

August 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Please refer to Oregon City - New Era Highway easement.

Early this year, during inspection of the job with Highway Department representatives, we discussed the improvement and correction of certain drainage facilities. Recent inspection shows that there are three places which still require attention before the start of fall rains.

Railroad culvert 751.56 is buried by mud and rocks from highway fill and it was our understanding that highway forces would clean up and make a satisfactory opening.

At vicinity of highway Engineers Station 133+50 where highway slopes occupy 10 ft. easement on railroad, material has been washed from slope filling railroad ditches. The slope is already eroded by water from pavement and will continue unless curb and gutter are built to take care of the water.

Drainage from the partial viaduct at Canemah which drops through weep holes will cause bank erosion and wet our fill unless weep holes are kept plugged and water confined to flume leading to railroad culvert 754.18. At present five holes are still open, and suggest they be closed permanently.

It is our thought that with this letter you may be advised of the above conditions and with their correction we will be ready to close out this job.

Yours truly,

NOTED
W. C. WILLIAMS

RECEIVED
AUG 12 1949
OREGON
STATE HIGHWAY COMMISSION

NOTED

RECEIVED
SEP 12 1949
FOR FILING

3-1110
3010

September 9, 1949

United States Fidelity & Guaranty Co.
F. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Warren Northwest, Inc., on contract No. 3010, covering grading, paving and structures on the Oregon City-New Era Section of the Pacific East Highway in Clackamas County. This payment, in the amount of $6,658.93, will be made on or after September 19, 1949. The retained percentage is $22,313.31.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: United States Fidelity & Guaranty Co.
Baltimore 3
Maryland

Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
9-9-49 g

Form B-1—BM—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

Section OREGON CITY-NEW ERA

Highway PACIFIC EAST

Contractor WARREN NORTHWEST INC.

Date of Contract May 5, 1948

Date work started May 10, 1948

Amount of contract . . . . . $ 657,071.50

Estimated cost of completed project, exclusive of engineering . . . . . $ 788,954.56

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering cost to date $ 44,800.00, 110 %

For Week Ending Sep. 5, 1949

Kind of work Structures, Grading & Paving

Section prefix S-1110

Contract number 5010

Date of completion Nov. 30, 1948

Estimated date of completion June 18, 1949

Per cent of time elapsed Over 100 %

Date project was completed 6-18, 1949

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final estimate was submitted to the Division Office during the week. The constructed line map is only partly complete, it will be sent in just as soon as finished.

NOTED
H. G. SMITH

Signed R. L. Porter

Address Box 4644, Portland 2

NOTED
E. M. BOOTH

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.33	5.33			5.33
Miles partially completed					
Miles completed	5.33	5.33			5.33
Total estimated quantities	96,515 cy	34,588 cy			35,809 tons
Estimated quantities moved or placed to date	"	"			"
Average daily quantities	740 cy	300 cy			530 tons
Average daily quantities necessary to complete project on time	completed	completed			completed
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....

Compressors ....., Bulldozers ....., Sheep-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Cloudy		
Wednesday	Pt. Cloudy		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
SEP 7 - 1949
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 25 1949
FOR FILING

3-1110
3010

August 25, 1949

Mr. J. M. Bailey
175 East Berkley Street
Gladstone, Oregon

Dear Mr. Bailey:

In reply to your letter of August 24 we can advise that the contract on the Pacific Highway East for widening between Oregon City and New Era was completed by the contractor on June 18, 1949 and accepted by the Commission August 1, 1949.

This is our contract No. 3010 held by Warren Northwest, Inc., for grading, paving and structures on the Oregon City-New Era Section of the Pacific Highway East in Clackamas County. The United States Fidelity and Guaranty Company whose agent in this instance is Robert P. Dawson, Route 2, Box 536, Beaverton, Oregon, furnished the performance bond in connection with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FEQ:md

Aug 24 49

Cont. 3010

Mr. H. B. Glaisyer.

Dear Sir. Could you give me the date the contract was completed. and the project accepted by the state of the Widening of highway 99. South from Oregon City to New Era

thanking you for any information

Sincerely G. H. Bailey

175 East Berkley st
Gladstone
Oregon

RECEIVED
AUG 25 1949
STATE HIGHWAY COMMISSION

REFERRED TO
BY SECRETARY

RECEIVED
JUL 14 1949
FOR FILING

3-1110

3010

File

Salem, Oregon
July 12, 1949

Mr. J. M. Devers

I recently wrote to you relative to termination of an agreement with the Southern Pacific Company having reference to relocation of the Pacific Highway between Oregon City and New Era.

This was Railroad Agreement No. 322, Bilateral Deed Agreement, executed July 20, 1948. It covers both the deeding of the property to the State and certain features pertaining to construction of the new highway.,

I find that there are still some moneys due the Railroad Company from the State for work performed by the Railroad Company. These bills have been approved for payment. Upon payment of these bills, the State will have completed its portion of the agreement. It may be that it is not necessary to terminate the agreement, and this I leave to your judgment.

W. C. Williams

WCW:ms

RECEIVED
JUL 8 1940
FOR FILING.

2-1110

3010

1245W.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 7, 1940
Salem, Oregon

NOTED
W. C. WILLIAMS

SUBJECT:

To: Mr. A. L. Sheldon
Division Engineer
State Highway Department
Portland, Oregon

L

Dear Sir:

Herewith 4 copies of a bill from the Western Union Telegraph Company. Their bill No. 10268 covers supplemental charges on the change from Gaston to Oregon City on the Oregon City-New Era Project.

If you find this bill in order, please approve and forward through the usual channels for payment.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pearce
Construction Office Engineer

EAP:ms
Enclosure
cc: W. C. Williams

OREGON STATE HIGHWAY DEPARTMENT
RECEIVED
JUL 8 1949
LEGAL DEPT.
To:

ASSIGNMENT No. 1245

DESCRIPTION: Bill (No. 10281) from Western Union Telegraph Co. in connection with line changes, Sealee to Oregon City, due to highway improvements.

DATE: 7-5-49

ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☒ Assignment executed Date _____

☒ This is OK.

REPORT RECEIVED: 7-8-49 mc

REMARKS:

RECEIVED
JUL - 6 1949
LEGAL DEP'T.
PLEASE RETURN TO W. C. WILLIAMS FOR FILING

RECEIVED
JUL 13 1949
FOR FILING

Files
3-1110

FORM E-30X 10M 8-49 31606

3-1110

3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
July 5, 1949

SUBJECT: Price Agreement No. 6
Oregon City-New Era Section

To: Mr. G. S. Paxson
Bridge Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith Price Agreement No. 6 on the Oregon City-New Era Section, Contract 3010 to Warren Northwest. This is for reimbursing the contractor for additional cost due to furnishing and driving steel foundation piles longer than called for on the plans on the Parrett Creek Bridge and is in the amount of $2,637.42.

I believe you are familiar with all details of this price agreement.

Very truly yours,

A. G. SKELTON
Division Engineer

AGSirl

cc: Mr. A. R. Johnson
Mr. R. L. Porter

Enc.

RECEIVED
JUL 6 - 1949
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
MAY 16
FOR FILING

3-1110

3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

May 13, 1940
Salem, Oregon

SUBJECT:

To: Mr. A. G. Shelton
Division Engineer
State Highway Department
Portland, Oregon

Dear Sir:

Herewith copy of a letter from the Western Union Telegraph Company and their bill No. 43777 covering line changes from Canby to Oregon City on the Oregon City-Mac Ave Projects. This bill has been sent back after the Western Union Company checked them against Mr. Williams letter of March 23.

Will you please check these bills over again and if in order, return them through the regular channels for payment.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Erwin A. Pease
Construction Office Engineer

EAP:GS
Enclosure
cc: R. L. Porter

RECEIVED
JUN 22 1949
FOR FILING

2-1110
C. J. ELDRIDGE
DIVISION AUDITOR
5010

1174w

THE WESTERN UNION TELEGRAPH COMPANY
49 GEARY STREET
SAN FRANCISCO, CAL.

May 10, 1949
File 5-24

PLEASE RETURN TO
W. G. WILLIAMS
FOR FILING

State of Oregon
Mr. R. H. Baldock, State Highway Eng.
Salem, Oregon

Gentlemen:

Reference is made to your letter of March 23, 1949, in which you returned our Bill 43377, covering charges of $3669.74 account highway changes Coalco to Oregon City, our Estimate 610-48. It was necessary to write the Southern Pacific Company and our reply was delayed awaiting their advice.

As there seems to be some differences in the daily work reports furnished you and the originals held by us, we are enclosing copies of all reports, together with a summary of hours. This agrees with our bill. We quoted the fourth paragraph of your letter to the Southern Pacific regarding their billing for District Lineman Van Dyke and they now reply as follows:

MAY 1[illegible] 1949
OREGON
STATE HIGHWAY COMMISSION

"Additional billing will be rendered versus the Western Union for nine hours spent by Lineman Van Dyke repairing the wire damage during the month of July 1949. I note the state advises that 13 hours were spent repairing wire damage during July and 13 hours during August, and apparently have included the time worked by Lineman Van Dyke in excess of eight hours each day. No time in excess of eight hours per day was included in our bills versus the telegraph company as our linemen are not compensated for overtime.

"During the month of August our records indicate 29½ hours on wire work and6½ hours repairing wire damage, a total of 35½ hours. Our bill Tel. No. 1251, dated October 25, 1948, in the amount of $102.36 included billing for 33½ hours (2½ hours additional billing will be rendered for August 9, 1949).

"All of the other time mentioned in the letter from the state, which you quoted, agrees with our records. No billing has been

ASSIGNMENT No. 1174 WCF

DESCRIPTION: Letter of 5-10-49 from Western Union Tel. Co. re- [illegible] Bill 45977, covering charges of $3,669.74, acct. hwy. changes Coalco to Oregon City, for consideration

DATE: 5-12-49 ASSIGNED TO: H. G. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature NOTED
- ☐ Assignment executed Date _____ W. C. WILLIAMS

NOTE: This appears in order for approval, but I would appreciate your check. WCW

REPORT RECEIVED: 6-20-49 mm

REMARKS: 6-20-49 - Checked and approved by Parker. - Bill sent to accounting Division for processing

Eabarr

made to the contractor covering telegraph work. All of our charges were billed the telegraph company for recollection from the state."

All costs which were properly chargeable have been billed the State and we have had no correspondence with any contractor.

As indicated in letter from the Southern Pacific, there will be another small charge for their linesman, which we will pass on to you in a supplemental bill as soon as received.

As our Bill 43377 appears to be in order, we are returning herewith for early consideration.

Yours truly,

Division Auditor

Enc.

RECEIVED
APR 21 1949
FOR FILING

3-1110

3010

April 20, 1949

Warren Northwest, Inc.
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on April 11, 1949, had under discussion your request for an extension of time of 90 days, from March 1 to June 1, 1949, within which to complete your contract No. 3010 covering the Oregon City-New Era Section of the Pacific Highway East in Clackamas County.

I am pleased to inform you that the Commission granted your request without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not necessarily accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: A. G. Shelton,
Division Engineer

H. G. Smith

NOTED ON CARD
4-20-49

RECEIVED
MAR 20
FOR FILING
3-1110
3010

March 25, 1940

Oregon State Highway Commission

Request for extension of time
No. 1
April 11 and 12 meeting

Gentlemen:

Herewith a copy of a request for an extension of time from Warren Northwest Company on their Contract No. 2010, Oregon Skyline-Dee Section of the Pacific Highway East, from March 1, 1940 to June 1, 1940.

All work on this project was completed last year, with the exception of some painting, general cleanup, and minor drainage items. This will require two or three weeks of good weather. While this work will probably be complete by May 1, I recommend, owing to the uncertainty of weather, that the extension be granted to June 1, without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. O. Smith

RECEIVED
FOR FILING

3-1110

5010

File

March 23, 1949

Mr. C. P. Burton
Plant Superintendent
Western Union Telegraph Company
San Francisco, California

Dear Sir:

Reference is made to your bill No. 43577 against the Oregon Highway Commission, covering your charges by reason of highway reconstruction on the Oregon City-Mac Ara section.

In order to make a proper check of this bill, a breakdown of the hours shown for the program and to specific dates involved is needed. Your bill shows a total of 2,720½ hours, while the daily reports, which were loaned to us by your foreman, Mr. H. Barnett and Mr. A. Irving, total only a total of 2,412½ hours.

We do not understand how the apportioning of hours payable by your company, and the hours payable by the State, as shown on sheet 2 of your billing is determined. From our records, it appears that the wire work on June 16, 17, 21 and July 14 and 15 was on the former postal line, your job No. 3510-A. Is it possible that the charges for these two jobs have been mixed together? It is thought that your bill No. 43218 covered at least most of the charges for the postal line reconstruction.

There seems to be some inconsistency in the billing for Foreman Lincoln Van Dyke. Nothing is shown for the month of May, when Van Dyke spent 24 hours, which are chargeable to the State. During June the 106½ hours shown are a proper charge against the State. During July the 168½ hours are a proper charge against the State, but Van Dyke also put in 23 additional hours repairing wire damage caused by the contractor's blasting. Have these 23 hours been overlooked, or is your company billing the contractor direct? During August our records show 39½ hours that are a proper charge against the State, and 13 hours spent then repairing wire damage that is the contractor's obligation. During September, 11 hours are the State's obligation, and 6 hours are the contractor's obligation. During October, 20 hours are chargeable to the State, and one hour is chargeable to the contractor. The 16 hours billed for the month of November are a proper charge against the State. It seems that on some months the State is being billed for the contractor's obligation, and on some

matter it is not. In order to keep the records straight, it seems that the contractor should be billed for all costs arising from wire damage repair. Our contractor informs us that he has acknowledged to your company responsibility for the wire damage, but has not as yet received a bill.

During November 8, 9, and 10, 32 hours were spent by your crew repairing wire damage caused by the contractor's blasting. If you are billing the contractor for any work in connection with this contract, it would seem that these 32 hours should be included.

Apparently there is nothing included in your bill for November 11, 1948, while our records indicate that 32 gang hours are chargeable to the State. We would also like to know if this is a final or partial billing.

I return your billing for correction, should you find correction in order.

Very truly yours,

R. E. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

cc Mr. E. G. Smith
Mr. A. G. Hamilton
Mr. R. L. Parker

Form 3810 A

Feb. 28 19 40

BILL No. 43377

SHEET No. 3

State of Oregon
Highway Commission
Salem, Oregon

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
(INCORPORATED)

PLEASE DRAW CHECK TO THE ORDER OF THE COMPANY AND MAIL IT TO
Cashier, San Francisco, Cal.
TO WHOM ANY CORRESPONDENCE WITH REFERENCE TO THIS BILL SHOULD BE ADDRESSED

Rte. 610-4E - Line changes Conlee to Oregon City, Ore., due to Highway improvements, Agreement dated May 6, 1940.

Labor Costs - General Foreman Turner, Gang Foreman Dannels and Relief Foreman Lowell, various dates June to November 1941.

Labor

General Foreman	- 92	Hrs.	@ 1.89893	174.15
Foreman	- 291	Hrs.	1.49471	434.96
Groupmen	- 2787	Hrs.	.99168	2764.21
Groupmen - O.T.	- 14	Hrs.	1.98	2.88
Cooks	- 555	Hrs.	1.09870	606.45)
Cooks - O.T.	- 60½	Hrs.	2.22830	134.81) *
Other Subsistence Cooks				1264.83)
Board, Outside Camp - 4 Cooks 41 Da. 10.00 Da.				410.00
				3772.39

*(Total board cost 4292.09
Meals & Lodge for W.H.outside - 1638 - 1595.44
" " Personnel - 495 - 330.66
1926.10

Your Prop. 2656.4/3664.5 of 3772.39 5382.13

Supervision leading to cover engineering, Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, Employers' Taxes&Liens, Pensions, Sickness Benefits and other employe benefits 25% 1345.53

Social Security Taxes - Wages 4127.66
Ded. Allow. for tax purposes:
Trans & Camp. 3078 hrs x .3977(27.50 wh-44 hr.) 1224.12
Cooks 555 hrs x .3646(27.50 wh-47 hr.) 202.35
3543.09

Taxes 2.6% 144.14

Truck Rental - Gang Trucks, 267 hrs.			@ 1.50Hr.	400.50
" " - G.Foremen	76	"	1.25Hr.	95.00
Expenses G.Foremen - Meals & Lodg.				86.37
Taxes - Licenses patrolling Lines				2.40
Stamps on Material				6.71
Pumping Trucks				1.50
				736.62

Your Prop. 2656.4/3664.5 668.51

Form 3810 B

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
(INCORPORATED)

BILL No. [illegible]

SHEET No. 2

BROUGHT FORWARD

DISTRIBUTION OF CABLE TOLLS

	Total Hrs.	Percent Payable by State	Hours Payable by State
Line charges at State Cost	2409½	100	2409.5
Line tests: June 14-52			
15-49			
18-44			
19-24			
21- 8			
July 14-12			
15- 8	207	35	72.5
Nov. 10	8	30	2.4
Vouchers, etc., payable by Western Union	40	0	
	2664½		2484.4
Lost Time	124		
	2788½		

The following bills have been paid to the Southern Pacific Company:

Southern Pacific Bill No. 520869 - Labor and expense of District Lineman Von Ryan, June 1948, patrol and protect line against bleedings

105½ Hrs. @ 1.6262 Hr.		171.55
Personal Expenses		12.00
Truck, 17 Da. @ 3.05 Da.		51.85
Gas & Oil - 285 Mi. @ .05 Mi.		14.25
Loadings on Labor - 26.25% of 171.55		45.08
		293.73

Bill No. 520866 - July

161½ Hrs. @ 1.6261	262.62	
Loadings 26.25%	68.94	
Personal Expenses	23.40	
Truck 24 Da. @ 3.05 Day	73.20	
Gas & Oil - 396 Mi. @ .05 Mile	19.80	
		467.96

Bill No. 521066 - August

93½ Hrs. @ 1.6261	54.07	
Loadings 26.25%	14.19	
Personal expenses	6.45	
Truck - 7 Days @ 3.05 Day	21.35	
Gas & Oil - 126 Mi. @ .05 Mile	6.30	
		102.36
		865.09
Total		
Your Prop. 100%		865.00

Southern Pacific charge for motor car trouble June 11 to 30 - 20 Days @ 2.00 Day. 40.00

July 1 to 22, 22 Da. @ 2.00 Day 44.00

R.R. Fare - Gen. Frank Turner July 4, 1949
San Francisco to Portland 25.62

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
(INCORPORATED)

Form 3310 B

BILL No. 43777

SHEET No. 3

	BROUGHT FORWARD		
R. R. Trans - Lineman - Juno & Jamieson City to Oregon City		2.73	
Freight on account of exhibit cars Jamieson City to Canby, Ore. S.P. Freight Bill 402		79.12	
Canby to Alkins, Oregon Freight Bills 9307-8-9-10		78.06	
		230.51	
Your Prepn. 2414.1/2664.5			214.93
Supplemental bills rendered by Southern Pacific Co. Bill No. 922305			
Lineman F. Van Dyke, Sept. 1948 - Patrol Line			
17 Hrs. @ 1.69115		28.73	
Loadings 26.29%		7.55	
Personal Expenses		2.40	
Truck - 2 Days @ 3.05 Day.		6.10	
Gas & Oil 93 Miles @ .05 Mile		2.66	
			47.45
Bill No. 922307			
Lineman Van Dyke, Oct. 1948, Patrol Line			
11 Hrs. @ 1.6261		17.89	
Loadings 26.29%		4.70	
Personal Expenses		.93	
Truck - 2½ Days @ 3.05 Da.		4.58	
Gas & Oil - 90 Miles @ .05 Mi.		2.50	
			30.60
Bill No. 922309			
Lineman Van Dyke, Nov. 1948, Patrol Line			
16 Hrs. @ 1.69115		27.06	
Loadings 26.29%		7.10	
Personal Expenses		1.65	
Truck 2 Da.@ 3.05 Da.		6.10	
Gas & Oil - 51 Mi. @ .05 Mi.		1.55	
			43.66

Material Used

100	Ft. Wire, Crown Connecting Single #8	@ 7.03 Mft.		.70
36	Insulator, Pole Steel	10.58 C		3.60
42	Insulators Knob Porc.	24.86 M		1.04
42	Insulator Cushion	4.98%		.21
30	Hinge, Bridle, Porc. Egg	21.52 C		3.45
14	Bolt, Cup 3/8 x 8"	114.41 C		16.02
24	Bolts, Alum. 2/8½	9.80 M		.24
45	" " 2/10½	10.97 M		.49
200	Bolts Carriage 3/8 x 4	29.66 M		7.13
12	Bolts, Crossarm 10"	11.44 C		1.37
4	Crossarm Bolts 12"	12.25 C		.49
20	Bolts, Crossarm 14"	12.15 C		2.43
2	Bolts, " 16"	14.00 C		.28
16	Bolts, " DH 16"	25.13 C		4.02
14	Bolts, " " 18"	30.64 C		4.29
6	Bolts, Machine 1/2 x 5½	3.88 C		.23
30	Braces, Crossarm	8.32 C		2.50

Form 3810 B

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
(INCORPORATED)

BILL No. 43777

SHEET No. 4

	BROUGHT FORWARD				
1	Bracket, Tbarm, G.I.	@	.24	Ea.	.24
4	Bracket Polish Type		41.30	C	1.66
20	Clamps		.01	Ea.	.20
12	Clamps, Guy, 3Bolt, Light		22.06	C	2.65
25	Clamps, " " Heavy		30.52	C	7.63
90	Shackle, Cloth, Metal		1.17	C	.35
10	Crossarms, Fir 10'-6Steel Pin		.633	Ea.	6.33
73	Crossarms, " 10'-Steel		2.10	Ea.	153.30
1	Shield, Guy, 8 Ft.		1.19	Ea.	1.19
1	Lb. Nails 4-D		6.22	Cwt.	.06
4	" " 6-D		8.26	"	.33
6	" " 30-D		7.56	"	.45
16	Pins Brackets Thorny. 1/2"		10.08	C	1.61
530	" Wood		28.17	M	14.93
42	Plates, Guy		11.61	C	4.88
95	Rings, Bridle		6.4840		6.16
20	Screws, F.H. 2½"		12.51	M	.25
680	Sleeves, Copper Comp. S.T. #9		39.70	M	23.88
172	Sleeves, " " 9 x 16		42.90	M	7.38
300	Ft. Strand 6M		23.10	M'	6.93
660	Ft. " 10M		29.13M'		19.21
1	Roll Tape Friction		.27	Ea.	.27
800	Ft. Wire Copper Bridle #16		24.36	M'	19.49
935	Lbs. Wire Copper Line #9		18.56	Cwt	173.54
90	" " " Tie #9		29.24	"	26.32
18'6" Pins 2"			53.1870		9.84
2	Pipe Bends		4.69	Ea.	9.38
3	Anchor Logs, CEP 10M		2.796	Ea	5.37
8	" " FSP 10M		1.78	"	14.24
6	Poles, WCC Class A, 30 Ft.		12.26	Ea.	73.50
6	" " " A, 35 Ft.		17.66	"	105.85
2	" " " A, 40 Ft.		20.40	"	40.80
6	" " " A, 45 Ft.		24.05	"	144.30
126	Sleeves, Copper M. , #9-2140		.1127	Ea	14.19
100	Bolts Mach. 3/8 = 5½		6.43	C	6.43
					953.37
	Handling Charge 15%				142.98
	Transportation				178.33 1274.68
Salmon Creek					
1	Pole WCC Class A, 30 Ft.				10.27
7	" " " A, 30 Ft. @	12.25	Ea.		85.75
7	" " " A, 35 Ft.	12.90			90.30
1	" " " A, 35 Ft.				12.98
1	" " " A, 35 Ft.				18.44
37	Crossarms Fir 10'-Steel Pin @	2.10			77.70
3	Bolt Crossarm 16"	14.65	C		.44
8	Bolts Crossarm 18"	.205	Ea.		1.64
10	Clamps, Guy, 3-Bolt, Light	22.06	C		2.20 - 299.72
Material Used by Section Foreman					
Lineman Van Dyke:					
1	Crossarm, 10 Ft.				1.78

TO THE WESTERN UNION TELEGRAPH COMPANY, DR.
(INCORPORATED)

Form 3810 B

BILL No. 42377

SHEET No. 3

	BROUGHT FORWARD			
	Material Sold to So. Pacific (Van Duzen) Contd.			
2	Bolts, Carriage 5/8"		.28	
1	Pin, Steel		.10	
10	Pin Wood		.20	
3	Insulators, Glass Sol.		.36	
56	Lbs. Wire Copper Line #9		14.56	
975	Ft. Wire, No. Pr. Dist. #16		2.65	
6	Lbs. Wire, Copper Tie #9		1.78	
94	Sleeves, Copper #9		1.53	
15	Sleeves, Manganese #9		[illegible]	
			[illegible]	
	Handling Charges 15%		3.40	
	Transportation		1.01	
				[illegible]
			979.66	
	Less billed on No. 42303		[illegible]	2468.74

I certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with.

THE WESTERN UNION TELEGRAPH COMPANY

C Thorton

Plant Superintendent

RECEIVED
APR 28 1949
FOR FILING

files

9-1110

3010

March 2, 1949 Agenda Item 1-c

Mr. L.H. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

I am enclosing herewith, two copies of an agreement between the State Highway Commission and your Company covering slope easements along Pacific Highway East, between Oregon City and New Era, which have been executed by the Highway Commission and are now ready for signatures by the proper officials of the Southern Pacific Railroad Company.

Will you please return one fully executed copy of this agreement to me for the records and files of the Commission.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

rs
encl. 2

cc - Mr. G.W. Kumer

REFERRED TO
BY SECRETARY

Gurney
Watch for return of
one fully executed copy
RR agreement 3-4B
Returned from SP
signed 3-24-49

FORM E-30 REV 8-48 20000

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1949

SUBJECT: R 14045, 14628

To: Mr. W. C. Williams
Assistant Highway Engineer
O f f i c e

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

After some long delay we have received and transmit herewith slope easements from South Pacific Company in connection with the Oregon City-New Era Section of the Pacific Highway. We have approved the agreements as to legal form, and suggest that you check the same, particularly as to description, and if approved, please give them to Mr. Glaisyer for execution by the Commission at the next meeting.

Yours very truly,

J. M. DEVERS

By G. W. NEUNER
Assistant Counsel

GWN:avh
cc - H. B. Glaisyer

RECEIVED
MAR 2 1949
FOR FILING

3-1110

3.10

March 1, 1949

U. S. Fidelity and Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Barren Northwest, Inc. a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3010 covering the Oregon City-New Era Section of Pacific Highway East in Clackamas County. This payment, which is in the amount of $27,357.21, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $21,923.15. The present payment to the contractor will be made on or after March 11, 1949.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the state assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United States Fidelity & Guaranty Co.
Baltimore 3, Md.

Mr. Robert P. Dawson
Rte. 2, Box 536
Beaverton, Oregon

NOTED ON CARD
4-1-49 gf

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FEB 17 1949
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3-1110

3010

February 16, 1949

Mr. Emory J. Noble
Attorney at Law
218 Masonic Temple
Oregon City, Oregon

Dear Sir:

We have your letter of February 14 in which you demand that steps be supplied immediately on the property of Dora Winkel in Canemah.

We find nothing in our records where Dora Winkel was promised steps to this property. There was a breakdown in the amount of money paid for the property allowing $92.50 for the property at $200 damages. We assume this $200 was to take care of the damages as you described.

The Right of Way Agent who purchased this property will be out of town for the rest of the week, but we are referring a copy of your letter to the Legal Department for any additional information they may be able to give you.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. M. Warfield
Staff Engineer

LMW/ed

cc: Legal Department

EMORY J. NOBLE
ATTORNEY AT LAW
318 MASONIC TEMPLE
OREGON CITY, OREGON

February 14th,1949.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

When the right of way was acquired form Dora Winkel for the property in the town of Canemah it being the last parcel of property at the South end of Canemah, it was agreed that steps would be built for egress and ingress to the property.

The property is occupied by Herman C.Rakel,brother of Mrs. Winkel, and it now has been quiet some time since construction work ceased and the property still has no way of getting in and out, except a round about way through other property, the owner of which is objecting.

Your work left the property some fourteen feet above the highway and impassable and inasmuch as the promise was made made to build steps in order to get a right of way , it is hereby demanded that steps be supplied immediately,otherwise legal steps must be taken in order to be able to use this property.

Kindly advise how soon we can expect the construction of the steps.

Yours Very Truly

E J Noble

14051
10109

SH 120

Property 92.50
Damages 200.00

RECEIVED
FEB 16
OREGON
HIGHWAY COMMISSION

RECEIVED
FEB 2 1949
FOR FILING

3-1110
3010

February 1, 1949

Warren Northwest, Inc.
P. O. Box 5072
Portland 13
Oregon

Gentlemen:

The State Highway Commission, at its meeting on January 24, 1949, had under discussion your request for extension of time on three contracts, as follows:

Contract No. 3020, covering the Oregon City-Gaston Section of the Pacific Highway East in Clackamas County, for an extension of time of 90 days, from November 30, 1948 to March 1, 1949.

Contract No. 3038, for paving on Salem, Independence and West Salem Section in Polk County, for an extension of time of 47 days, from October 15 to December 1, 1948.

Contract No. 3068, for resurfacing on the Halsey-Brownsville Section of Halsey-Crawford Loop Secondary Highway in Linn County, for an extension of time of 7 days, from October 15 to October 22, 1948.

I am pleased to inform you that the Highway Commission granted your above requests without penalty. The Commission's action was based upon the report and recommendation of the State Highway Engineer, which considered but did not unreservedly accept the statements given in your request as reasons why you failed to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

cl

cc: F. D. Young,
Highway Engineer

A. C. Hamilton,
Division Engineer

H. C. Smith

NOTATION CARD
2-1-49 gr

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FOR FILING

2-1110

3010

January 31, 1949

1-9

Oregon State Highway Commission

Gentlemen:

During construction of the Oregon Slopeless Section of the Pacific Highway Unit, it was found necessary to obtain an easement for slopes on two small parcels of Southern Pacific Company property. The Company agreed to grant an easement to the State without charge, and gave blanket permission to construct the slopes pending execution of a final agreement.

Such an agreement has now been prepared, wherein the Company grants to the State and its assigns the right to install and maintain slopes on the two parcels. The agreement form will be presented to you for your consideration at the next meeting. I recommend your approval.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

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APR 22 1949
FOR FILING

3-1110

3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 28, 1949

SUBJECT:
R 14045, 14628

To:
Mr. W. C. Williams
Assistant Highway Engineer
Office

L

Dear Mr. Williams:

After some long delay we have received and transmit herewith slope easements from South Pacific Company in connection with the Oregon City-New Era Section of the Pacific Highway. We have approved the agreements as to legal form, and suggest that you check the same, particularly as to description, and if approved, please give them to Mr. Glaisyer for execution by the Commission at the next meeting.

Yours very truly,

J. H. DEVERS

By

G. W. NEUNER
Assistant Counsel

GWN:avh
cc - H. B. Glaisyer

approved by Com.
2-28-49

RECEIVED
JAN 21
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

3-1160

3010

January 20, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. John Bormann
211 - 6th Street
Oregon City, Oregon

NOT
W. C. WILLIAMS

R 21058 A

12-29-48

Dear Mr. Bormann:

Reference is made to your letter of December 26th and our letter of acknowledgement of December 29th, with reference to your property in Lot 3, Block 6, in Canemah.

The option which was given by you under date of October 14, 1947 contained clauses as follows:

"Grantor to move tile that is laid across the front of this lot and also reestablish sump boxes at each end;" and
"Grantor to move any shrubbery."

Mr. R. G. Benson, Right of Way Agent, who handled the negotiations advises that he did not make any representations to the effect that your entire lot would be filled in although Mr. R. L. Portland, the resident engineer on the project, reports that if you had made your desires known at the time the construction work was going on and when materials were available the department would have desired to satisfy your wishes. It appears, however, at this time, that all excavation work has been finished and there are no materials available which could be used to make a suitable yard filling.

The final report submitted by Mr. Benson and which was the settlement approved by the State Highway Commission indicates that a compensation was made for the things to be done by you and if any of the shrubbery was not removed so as to be out of the way of the contractor's construction operations it is not felt that the Highway Commission can be advised that that is an obligation of the State Highway Commission at this time. It is felt that as your residence is in Oregon City you most assuredly must have had knowledge that the construction work was under way and if there was any shrubbery which had to be moved it was your obligation to take care of the matter under the terms of the option.

Very truly yours,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Counsel

cc - W. C Williams
H. G: Smith
A. G. Skelton
R. L. Porter

JWD:MA

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JAN 19 1949
FOR FILING

3-1110

3010

958W

OC File

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 17th, 1949

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Referred to

DeSouza
By Asst. Chief Engineer
Mr. Porter's letter appears to contain all information available. W.C.W.

L

Dear Sir:

I am attaching copy of a letter from Mr. Porter in regard to the matters mentioned by Mr. John Borman and covered by Assignment #958, W.C.W.

Very truly yours,

(sgd) H. G. Smith

Construction Engineer

HGS:AR
Enc.

LOGGING FILED

FORM E-30X 15M 8-47

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PO Box 4444, Portland 2, Oregon
January 10, 1949

SUBJECT: Oregon City-New Era
Borman Complaint File 186
R/W File 14058

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

Dear Mr. Skelton:

Reference is made to Mr. Smith's letter to yourself dated Jan. 3, 1949 regarding complaint of Mr. John Borman. Mr. Borman complains that an ornamental tree was removed from his property in Canemah by our contractor. He also is complaining about the fill back of the new sidewalk in front of his property.

The tree in question (some variety of sumac) was situated a little less than 6 feet back of the new sidewalk and very close to the toe of the slope. It was well within the 10 foot slope easement area.

On Jan. 6, I called on Mr. Borman and we examined the site together. He stated that Mr. Devers (I think he means Mr. Benson) promised that thetree would not be distrubed during construction. Mr. Borman also states that he was promised that the whole 10 foot easement area would be filled.

During clearing operations the contractor removed the tree as we did not realize that Mr. Borman valued it. (in my opinion this tree was scrubby bush) The property has been vacant during the past season and the right-of-way option states that the grantor will move all shrubs. However Mr. Borman states that he has been damaged to the extent of $20.00 or $25.00 by reason of the loss of this tree.

There is nothing in the option that mentions any fill on the Borman property. Had he made his wishes known when we were working in the vicinity we could have done anything in reason to satisfy him. The contractor has now finished all excavation and no material remains that would make a suitable yard fill.

Very truly yours,

R. L. Porter
Resident Engineer

ASS[illegible]NT No. 958

MCH

DESCRIPTION: Letter of 12-29-48 by Mr. DeSousa and attached letter of 12-26-48 from John Bormann regarding an ornamental tree which was broken down on his property (Canemah)

DATE: 1-3-49 ASSIGNED TO: H. G. Smith

- ☑ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____

☐_____

REPORT RECEIVED: 1-18-49 mc

REMARKS:

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Assignment No. 958
J. W. Smith

Salem, Oregon
December 29, 1918

SUBJECT:

Our File 11,058 A

To:

Mr. W. C. Williams
Assistant State Highway Engineer

Office

Dear Mr. Williams:

Herewith I hand you a copy of a letter from Mr. John Bormann, 211 - 6th Street, Oregon City, with reference to damage to an ornamental tree on Lot 3, Block 6, Canemah. This is the first notice we have received regarding the matter, although it appears that the question of the damage has been discussed with Mr. Porter, the Resident Engineer on the project.

Will you please advise as to what action should be taken with respect to Mr. Bormann's claim.

Very truly yours,

J. H. DEVERS

By
J. W. DeSOUZA
Assistant Counsel

JWD:MA
(In triplicate)
Enc.

Oregon City, Oregon
211 - 6th Street
December 26th, 1948

State Highway Commission
Salem, Oregon

Dear Sirs:

On or about the 21st day of Sept. 1948 I contacted Mr. Porter, Supt. in charge of the Oregon City, New Era Highway project regarding a ornamental tree that was broken down either on Friday Sept. 17th. or Sat. Sept. 18th on my property, however at that time I did not have the Lot and Block numbers with me, which is Lot 3, Block 6, Canemah, Ore. have not heard anything more regarding same and I have been wondering if this has been overlooked.

My understanding was that when Mr. Devers arranged for the purchase of the North 5 ft. and the 10 ft. Easment that the state Highway Dept. would make the slope fill between the newly constructed sidewalk and the house, and my understanding was that was the reason for wanting the 10 ft. easement.

Will be pleased to hear from you regarding the same.

yours truly

(Sgd) John Bormann
(John Bormann

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JAN 17 1949
FOR FILING

3-1110
3910
971W

January 14, 1949

Hansen & Rowland, Inc.
General Agents
Tacoma, Washington

Re: Warren Northwest, Inc.
Oregon City-New Era Project

Gentlemen:

In reply to your letter of January 7, re the above subject matter, you are advised that August 26, 1948 should be specified as the date on which the two easements for which endorsements are requested were completed.

Thanking you for your consideration in this matter, I remain,

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mm

ASS[illegible]T No. 911

DESCRIPTION: Letter of 1-7-49 from Hanson & Buckland, Inc. re: ACA
regarding endorsements to two easements (Oregon City-New Era
Project - Warren Northwest, Inc.)

DATE: ASSIGNED TO: H. G. SMITH

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date _____

☐ PLEASE EXPEDITE

REPORT RECEIVED: 1-14-49 mc

REMARKS: Aug 26

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

HANSEN & ROWLAND INC.

GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO
LOS ANGELES

January 7, 1949

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams
Asst. State Highway Engineer

Re: Warren Northwest, Inc.
Oregon City-New Era Project

Gentlemen:

We have received approval from Underwriters to issue endorsements to cover the two easements for the above captioned. However, before these endorsements can be issued, it will be necessary for us to have the exact date on which these were completed, and we would appreciate receiving this information at your earliest convenience.

Awaiting your early advices, we remain,

Very truly yours,

NOTED
W. C. WILLIAMS

HANSEN & ROWLAND, INC.
General Agents

E Fuhr

Lloyd's Department

emp

RECEIVED
JAN 10 1949
OREGON
STATE HIGHWAY COMMISSION

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JAN 12 1940
FOR FILING

3-1110

3010

January 10, 1940

Request for extension of time No. 4
January 24 and 25 meeting

Oregon State Highway Commission

Gentlemen:

Herewith a request from Warren Northwest, Inc. for an extension of time on the Oregon Side-Hill Cut project, Contract No. 3010, from November 30, 1939 to March 1, 1940.

Because of extremely wet weather and also due to delay occasioned in awarding the contract by virtue of inability to secure easements from the railroad company, the contract has been unavoidably delayed. All grading and paving on this contract have been completed and all that remains to be done is the completion of the Parrett Creek bridge and a small amount of paving at the approach.

I would recommend that this extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams
H. G. Smith

RECEIVED
JAN 7 - 1949
FOR FILING
3.1110
3010

Salem, Oregon
January 6, 1949

Mr. A. C. Shelton
Division Engineer
Portland, Oregon

Attached is a copy of a letter from Mr. L. P. Hopkins, Superintendent of the Southern Pacific Company. This letter refers further to the rocks on the track near Oregon City. If you have any additional information on this, we will be glad to hear from you.

L. E. Kerfield
Staff Engineer

LEK/gl
Encl.

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO
PD-19532

L. P. HOPKINS
SUPERINTENDENT

January 3, 1949

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock

Gentlemen:

Your letter December 27th enclosed report of Mr. R. L. Porter, Resident Engineer, of falling rock on Southern Pacific track in vicinity of Canemah.

Our Engineer Inspector together with Mr. Porter and our bridgemen went over this site and the following facts were developed:

A piece of concrete 14"x18"x6" came to rest on our siding in vicinity of Culvert 754.99. The train that reported the fallen rock was occupying the main line, so of course, it was possible for the rock to be on the rail of the siding and still allow train to pass on adjacent track. Mr. Porter received information that this rock came down in vicinity of our Culvert 754.18, approximately three-quarters of a mile south of the actual point where it fell and consequently did not find any evidence of the rock being dislodged. It is our understanding from talking to highway crews rebuilding the guardrail that it had been necessary for them to put off small shots in order to set posts for the fence and this possibly jarred the material over the bank.

We wanted to give you the foregoing information as we did not want you to feel that we were trying to be overly troublesome about this project. Am sure you can appreciate our position in insisting that every precaution be taken to safeguard our property. A piece of rock this size could very readily derail one of our trains and it is our intention to call this matter to your attention so that your crews may be aware of the seriousness of performing work above our trackage.

Very truly yours,

RECEIVED
JAN 5 1949
OREGON
STATE HIGHWAY COMMISSION

SOUTHERN PACIFIC COMPANY
Union Station, Portland 9, Oregon

January 3, 1949

In reply please
refer to PD-19532

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. R. H. Baldock

Gentlemen:

Your letter December 27th enclosed report of Mr. R. L. Porter, Resident Engineer, of falling rock on Southern Pacific track in vicinity of Canemah.

Our Engineer inspector together with Mr. Porter and our bridgemen went over this site and the following facts were developed:

A piece of concrete 14"x18"x6" came to rest on our siding in vicinity of Culvert 754.99. The train that reported the fallen rock was occupying the main line, so of course, it was possible for the rock to be on the rail of the siding and still allow train to pass on adjacent track. Mr. Porter received information that this rock came down in vicinity of our Culvert 754.18, approximately three-quarters of a mile south of the actual point where it fell and consequently did not find any evidence of the rock being dislodged. It is our understanding from talking to hig way crews rebuliding the guardrail that it had been necessary for them to put off small shots in order to set posts for the fence and this possible jarred the material over the bank.

We wanted to give you the foregoing information as we did not want you to feel that we were trying to be overly troublesome about this project. Am sure you can appreciate our position in insisting that every precaution be taken to safeguard our property. A piece of rock this size could very readily derail one of our trains and it is our intention to call this matter to your attention so that your crews may be aware of the seriousness of performing work above our trackage.

Very truly yours,

/s/ L. P. Hopkins

c
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p
y

FORM S-90X 15M 8-40 22304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PO Box 4644, Portland 2, Oregon
December 23, 1948

SUBJECT: Oregon City-New Era Section
Southern Pacific complaint

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

Dear Mr. Skelton:

Regarding the complaint of December 16, 1948 addressed to Mr. Baldock from L. P. Hopkins of the Southern Pacific Co. S. P. Co. file PD-19532.

On Dec. 15, Lyle Rea, S. P. Co. Engineering Inspector, reported to me by phone that a slide had occurred from the highway right-of-way in the vicinity of Falls Vista and it had partly covered their passing track. From Rea's statement the slide was in the vicinity of our station 84 or very near the north end of the project. I immediately went to the site and walked the track from Canemah to Oregon City but could find no evidence of any slide. I then contacted the railroad section foreman and the Western Union lineman and they told me they knew of no slide. The Western Union man said a slide had been reported to him but he was unable to find it.

Next I contacted Louis Kling, S. P. Co. Bridge Maintenance Foreman, who stated a passing freight train had reported a piece of concrete on the track at railroad MP 754 + 18. This mile point is near our station 128. Mr. Kling said he sent a crew from Portland to remove this piece of concrete. The crew reported the concrete was laying 7" over the rail. How the train could pass with a block of concrete on the rail is not known.

I checked with the contractor and our inspector and find there was no work being done by the contractor at this point on Dec. 14. Two concrete finishers were working on the parapet wall coping several hundred feet to the north of this point. It is physically impossible for any material to fall from the new parapet wall and reach the rails.

The only explanation that can be offered is that the location in question is near the point where the automobile accident of Dec. 4 tore out about 30 feet of the old parapet wall. The contractor had removed all the broken wall from the top of the slope. That portion that had fallen over the cliff had been removed far enough to clear the track balast. Every effort was made to clean up the rubble after the automobile accident so that no damage could result

to either the railroad or highway facilities. It may be possible that this block of concrete hung up in the brush on the face of the cliff where it was not seen and then broke loose and fell on the track.

The mystery of the whole thing is that the railroads section crew were working in this immediate vicinity both before and after Dec 14 and they knew nothing at all of the condition.

The contractor's foremen who are in charge of the guard fence and parapet wall construction are reliable workmen. They have been warned that hazard exists when they are working in close proximity to the tracks. I am sure that had this block of concrete rolled or fallen on the railroad from any operation of theirs they would have immediately removed it.

Very truly yours,

/s/ R. L. Porter
R. L. Porter
Resident Engineer

COPY

SOUTHERN PACIFIC COMPANY

Union Station, Portland 9, Oregon

PD-19532

December 16, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On Tuesday, December 14th, crews construction guard fence and rock wall at top of hill above the highway underpass at Oregon City Allowed rocks to roll down onto our tracks.

Apparently no effort was made to protect our tracks, to remove these rocks or to notify us that rocks had fallen onto the track to allow us to offer protection. The first report we had on rocks being on our tracks was from a passing train.

It was necessary for us to send out one of our crews to clean up this track which required three hours.

While we know we need not call your attention to the dangers of allowing rocks to remain on railroad tracks, request you instruct those working adjacent to our tracks that they make every effort to prevent getting rocks on our tracks; and where this is not possible to notify us so as to enable us to afford proper protection. They should never allow rocks to remain on the track but should remove them without delay.

Your assistance in this matter will be appreciated.

Yours truly,

/s/ L. P. Hopkins

C
O
P
Y

3-1110 Oregon City-New Era Section of Pacific Hwy. East 1948

#3010 Folder #1

RECEIVED
DEC 28 1948
FOR FILING

December 27, 1948

Mr. L. F. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

In Mr. Williams' absence, I am enclosing a copy of a report from Mr. S. L. Porter, Resident Engineer on the Oregon City New 10th Section. This report was made by Mr. Porter after an inspection of your tracks through this section.

It might be that someone from your office that is familiar with this situation could contact Mr. Porter and our division office in Milwaukie and clear up some of the mysteries regarding the conditions of the tracks.

Very truly yours,

L. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/ed

cc: W. C. Williams

FORM S-00X 10M 8-48 S2564

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PO Box 4644, Portland 2, Oregon
December 23, 1948

SUBJECT: Oregon City-New Era Section
Southern Pacific complaint

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

L

Dear Mr. Skelton:

Regarding the complaint of December 16, 1948 addressed to Mr. Baldock from L. P. Hopkins of the Southern Pacific Co. S. P. Co. file PD-19532.

On Dec. 15, Lyle Rea, S. P. Co. Engineering Inspector, reported to me by phone that a slide had occurred from the highway right-of-way in the vicinity of Falls Vista and it had partly covered their passing track. From Rea's statement the slide was in the vicinity of our station 84 or very near the north end of the project. I immediately went to the site and walked the track from Canemah to Oregon City but could find no evidence of any slide. I then contacted the railroad section foreman and the Western Union lineman and they told me they knew of no slide. The Western Union man said a slide had been reported to him but he was unable to find it.

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I checked with the contractor and our inspector and find there was no work being done by the contractor at this point on Dec. 14. Two concrete finishers were working on the parapet wall coping several hundred feet to the north of this point. It is physically impossible for any material to fall from the new parapet wall and reach the rails.

The only explanation that can be offered is that the location in question is near the point where the automobile accident of Dec. 4 tore out about 30 feet of the old parapet wall. The contractor had removed all the broken wall from the top of the slope. That portion that had fallen over the cliff had been removed far enough to clear the track balast. Every effort was made to clean up the rubble after the automobile accident so that no damage could result

to either the railroad or highway facilities. It may be possible that this block of concrete hung up in the brush on the face of the cliff where it was not seen and then broke loose and fell on the track.

The mystery of the whole thing is that the railroads section crew were working in this immediate vicinity both before and after Dec 14 and they knew nothing at all of the condition.

The contractor's foremen who are in charge of the guard fence and parapet wall construction are reliable workmen. They have been warned that hazard exists when they are working in close proximity to the tracks. I am sure that had this block of concrete rolled or fallen on the railroad from any operation of theirs they would have immediately removed it.

Very truly yours,

/s/ R. L. Porter
R. L. Porter
Resident Engineer

C O P Y

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 24th, 1948

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
O f f i c e

Dear Sir:

Herewith report from Mr. Porter regarding the complaint of the Southern Pacific Company that a rock was found on their tracks between Oregon City and New Era.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

RECEIVED
DEC 21 1918
FOR FILING

December 20, 1918

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 5, Oregon

Dear Sir:

We are referring your letter of December 14 to our Construction Department for such action as is necessary. We believe the crew working on the rock wall at Oregon City was one of the construction crews.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/cl
cc: E. O. Smith

B-2000

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

PD-19532

December 16, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

On Tuesday, December 14th, crews constructing guard fence and rock wall at top of hill above the highway underpass at Oregon City allowed rocks to roll down onto our tracks.

Apparently no effort was made to protect our tracks, to remove these rocks or to notify us that rocks had fallen onto the track to allow us to offer protection. The first report we had on rocks being on our tracks was from a passing train.

It was necessary for us to send out one of our crews to clean up this track which required three hours.

While we know we need not call your attention to the dangers of allowing rocks to remain on railroad tracks, request you instruct those working adjacent to our tracks that they make every effort to prevent getting rocks on our tracks; and where this is not possible to notify us so as to enable us to afford proper protection. They should never allow rocks to remain on the track but should remove them without delay.

Your assistance in this matter will be appreciated.

Yours truly,

L P Hopkins

RECEIVED
DEC 20 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 17 1948
FOR FILING
Oregon City

CHAMBER OF COMMERCE

3010

December 10, 1948

REFERRED TO Mr. Baldock
for such other action as may be necessary
Your Information

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

Now that the four-lane highway south of Oregon City is practically completed we would be remiss if did not write and thank the State Highway Department and you for your efforts in opening this "bottleneck", and you have the sincere thanks of our merchants, the Chamber of Commerce and the entire community.

Again, we thank you, and extend Season's Greetings.

Sincerely

OREGON CITY CHAMBER OF COMMERCE

R. J. Hartke

R. J. Hartke, President

RJH:ml

NOTED
State Highway Engineer

RECEIVED
DEC 13 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 9 1948
FOR FILING

3-111-0

December 8, 1948

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Gentlemen:

During the course of constructing the Oregon City-New Era project, it became necessary to secure two additional easements from the Southern Pacific Railroad Company, which were not covered in the original agreement. In order to clear these easements with the Railroad Company, they require that your insurance policies on the encroachments carry an endorsement covering the two additional easements.

In order that we may close this matter, we would appreciate your arranging for endorsements to your original insurance policies to cover the two additions. I attach hereto sketch maps on which are shown the two additional encroachments, one being identified as "Pulp" and the other as "New Era."

May we have your advice that you will arrange for these endorsements.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms
Encl.

cc Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

FORM E-20 20M 8-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 7, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith Southern Pacific Company sketch maps, showing easements under process of procurement from the railroad company, together with Mr. R. L. Porter's letter of December 6th concerning these easements.

You will note from Mr. Porter's letter that the Southern Pacific Company are requesting Warren Northwest to furnish them with an endorsement to their policies to certify the railroad company protection from any damage due to the contractor's operation on the two easement areas. Mr. Porter also states that Warren Northwest will furnish such endorsement only when requested in writing from the State.

Yours very truly,

NOTED
W. C. WILLIAMS

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: R. L. Porter

P.S. Attached find letter dated December 4th from L. P. Hopkins, Superintendent, Portland Division, requesting the endorsement mentioned above.

FORM E-60K 10M 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
PO Box 4644, Portland 2, Oregon
December 6, 1948

SUBJECT: Oregon City-New Era Section
Contract No. 3010

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

Dear Mr. Skelton:

The Southern Pacific Co. are requesting that Warren Northwest, our contractor on the Oregon City-New Era Section, furnish them with an indorsement to their policies (Lloyd's 10566 & 10567) to certify that the Railroad Co. is protected from any damage due to the contractor's operation on the two easement areas that are indicated on the enclosed sketches. These insurance policies are the ones that the contractor furnished to the Southern Pacific Co. under terms of Contract No. 3010.

These easements were requested after the contract had been awarded. The Railroad Co. now tell me that the granting of these easements is being withheld pending receipt of the insurance indorsements.

Warren Northwest say they will furnish such indorsements only if they are requested in writing by the State. Possibly this matter should be taken up with the Right of Way Department for their action.

Yours very truly,

R. L. Porter
Resident Engineer

enc.

RECEIVED
DEC 8 1948
HIGHWAY ENGINEER

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

PD

L. P. HOPKINS,
SUPERINTENDENT

December 4, 1948

State Highway Department
9200 S. E. McLaughlin Blvd.
Portland, Oregon

Attention: Mr. Porter

Gentlemen:

Confirming telephone conversation with our Assistant Division Engineer Williamson, December 2nd, this letter is to request that you have contractor, Warren Northwest, Inc., obtain insurance endorsement to cover work on additional easement properties. This endorsement can be made to the original insurance policy and will merely cover the additional areas which were not previously covered by insurance.

Yours truly,

L P Hopkins

RECEIVED
NOV 26 1948
FOR FILING
3 111 D
3-01 D
8 7 8 W.

November 26, 1948

Mr. E. J. Noble
Attorney at Law
216 Masonic Temple
Oregon City, Oregon

Dear Sir:

Your letter of November 12 had reference to encroachment adjacent to the property of Mrs. Rakel at the south end of the Town of Canemah during the widening of the Pacific Highway.

We have made an investigation of this matter, and our field engineers report that the top of the highway cutbank is a minimum of four feet outside Mrs. Rakel's property line. It seems that about 20 years ago, right of way in front of the Rakel property was acquired by county court resolution, and it is apparent that Mrs. Rakel was not familiar with the proper right of way boundary line. The fact of the matter is that Mrs. Rakel's house encroaches slightly on the right of way.

Our field engineer was unable to contact Mrs. Rakel on the date of his first inspection, but advises he will later do so and explain the conditions to her.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. R. L. Porter

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 23, 1948
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

NOTED
W. C. WILLIAMS

Dear Sir:

In accordance with record of Assignment No. 878 we have investigated the complaint of Mrs. Mae Rakel on the Oregon City-New Era Section of the Pacific Highway East.

I attach hereto copies of letters from Mr. Skelton and Mr. R. L. Porter which I believe will close this matter.

H. G. Smith
Construction Engineer

By: Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 22, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of November 17th, with which was attached a copy of a letter from Mr. Emory J. Noble, Attorney of Oregon City, pertaining to a complaint from Mrs. Mae Rakel on the Oregon City-New Era section.

I am enclosing herewith copy of R. L. Porter's report of November 18th on this matter. You will note that Mr. Porter advises that the top of our cut is a minimum of 4 feet outside the right of way line, and that no property has been taken from Mrs. Rakel. There does not appear to be any reason for a retaining wall or any other protection at this point. Mr. Porter states that he will explain the condition to Mrs. Rakel.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: R. L. Porter

RECEIVED
NOV 23 1948
CONSTRUCTION ENGINEER

DESCRIPTION

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
November 18, 1948
PO Box 4444, Portland 2, Oregon

SUBJECT: Oregon City-New Era Section
Mae Rakel Complaint

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

Dear Sir:

Reference is made to the complaint of Mrs. Mae Rakel as set forth in a letter from E. A. Pease to yourself dated November 17, 1948.

The right of way in front of the Rakel property was acquired by County Court resolution more than 20 years ago and I imagine that Mrs. Rakel is not familiar with the right of way line location. The property is situated just south of station 117+25 and you may note by referring to Drawing 23 3 that her house is slightly on the right of way. The top of the cut slope is a minimum of 4 feet north of the right of way line.

I was unable to contact either Mrs. Rakel or her attorney today but I will try and reach them in a day or so and explain the condition to them.

Yours very truly,

R. L. Porter
Resident Engineer

RECEIVED
NOV 23 1948
CONSTRUCTION ENGINEER

ASSIGNMENT No. 828

DESCRIPTION: Letter from Emory J. Noble, Attorney, Ore City, regarding damage of adjacent property of Mrs. Rabel . Wonders if retaining wall is going to be built

DATE: November 16, 1948 ASSIGNED TO: H.G. Smith

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☐ Comment or recommendation and return to this office
- ☒ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date_____

☐ _____

REPORT RECEIVED: 11-24-48

REMARKS:

EMORY J. NOBLE
ATTORNEY AT LAW
218 MASONIC TEMPLE
OREGON CITY, OREGON

November 12th,1948.

Oregon State Highway Commission
Salem, Oregon,
c/o R.H.Baldock,Chief Engineer.

Gentlemen:

In the construction of Highway No.99 E between Oregon City,Oregon, and New Ara,Oregon, you have used a stip of land off the property of Mae Rakel situated at the south end of the town of Canemah, the same being a tract of lane 90 feet by 100 feet in the Absolm F.Hedges D.L.C. No.40, Twp 3 South of Range 1 East of the Willamette Meridian.

In the excavation the rock was blasted away to within a few feet of the front porch of the house on the property leaving the top soil subject to being washed away or to crumble in dry weather.

Mrs. Rakel has asked to write yoy and ascertain what provisions you have made in regard to a retaining wall along the front of her property and if so when can she expect her property to be protected.

Will you kindly advise me in this respect.

Yours Very Truly

E J Noble

Also how much of a Strip have you taken

RECEIVED
NOV 15 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 26 1948
FOR FILING

3.111.0

3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

November 23, 1948
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
O F F I C E

NOTED
W. C. WILLIAMS

Reference is made to a letter of October 31 under the signature of William M. Stone pertaining to a complaint of Mrs. Andree of New Era.

This letter was referred to this office, and I am attaching hereto copies of letters from Mr. Skelton and Mr. Porter which would indicate that this matter may now be dropped.

H. G. Smith
Construction Engineer

By: Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:es
Enclosure

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon

November 22, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Attn: E. A. Pease

Dear Sir:

Under date of November 16th you forwarded copy of a letter from Mr. William M. Stone, Attorney of Oregon City, pertaining to the property of Mrs. Andree on the Oregon City-New Era section.

I am enclosing herewith Mr. R. L. Porter's report of November 18th on this matter. You will note from Mr. Porter's report that there is apparently no evidence of a slide at this place, and that Porter has contacted Mr. Stone, who has suggested the matter be dropped.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: R. L. Porter

RECEIVED
NOV 23 1948
OFFICE OF
CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
November 18, 1948
P.O. Box 4644, Portland 2, Oregon

SUBJECT: Oregon City-New Era Section
Andree Complaint

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

Dear Mr. Skelton:

Referring to a letter of November 16, 1948 from E. A. Pease to yourself regarding a slide on the Andree property near New Era.

On this date I examined the area and found no evidence of a slide. There has been a normal amount of erosion on the cut slope but nothing has developed as yet that could be construed as damage to the Andree property.

I was unable to contact anyone at the Andree residence but talked to Attorney William Stone by phone. He was not personally familiar with the condition and suggested the matter be dropped.

Yours very truly,

R. L. Porter
Resident Engineer

RECEIVED
NOV 23 1948
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV - 1 1948
FOR FILING
5-1110
3010

November 2, 1948

Mrs Wm. H. Wynne
Attorney at Law
Bowser Building
Oregon City, Oregon

Dear Sir:

We are referring to our Construction Department your letter in regard to a slide on the New Era Oregon City section.

It is true the major part of the grading has been completed on this job, but the contractors are still working and if any slides develope, they no doubt will be taken care of.

Very truly yours,

L. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW/gd

cc: H. G. Smith

OFFICE PHONE 2-5551 RESIDENCE PHONE 2-2032

WM. M. STONE
ATTORNEY-AT-LAW
BEAVER BLDG.
OREGON CITY, OREGON

October 31st, 1948.

State Highway Commission,
Salem, Oregon,

Gentlemen:

I understand that you have completed the grading of the Pacific highway in front of the property belonging to Mrs Andree of New Era. The bank has started to slide some.

What are you willing to do to make this property safe? I think a good retaining wall will probably take care of the damage.

Sincerely Yours,

Wm M Stone

RECEIVED
NOV 3 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 22 1948
FOR FILING

3-1140

3210

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Nov. 19, 1948

IN REPLY PLEASE
REFER TO FILE
R 14210

Butler, Jack, Beckett & Holman, Lawyers
Suite 200, Butler Building
Oregon City, Oregon

NOTED
W. C. WILLIAMS

Attention: Mr. Glenn R. Jack

Gentlemen:

Receipt is acknowledged of your letter of November 17th with further reference to the Christensen property on the Oregon City-New Era Section.

In addressing a memorandum to Mr. W. C. Williams, Assistant State Highway Engineer, I advised him regarding the drain tile and also the paving mentioned in your letter of November 11th. The following is the concluding paragraph in the communication to Mr. Williams:

"If the drain tile was damaged, it, of course, should be repaired but as to the black top there is no obligation on the part of the Commission other than the normal obligation to replace or restore points of entrance which are damaged or altered by reason of construction operations."

It would appear that this should bring about a satisfactory solution of the restoration of the points of access but since writing to you recently and also writing to Mr. Williams advice has been received to the effect that the drain tile or pipe in question was used to carry the overflow from a septic tank to the drainage ditch in the right of way.

As you are no doubt aware Sec. 23-1073, O.C.L.A. makes it a criminal offense to drain onto the highway "... any sewage or the drainage from any cesspool or septic tank, or any substance which would mar the appearance or create a stench or detract from the cleanliness or safety ..." of the public highway. The State Highway Commission, of course, can not be a party to the drainage of the septic tank overflow onto the public highway nor give

Butler, Jack, Beckett & Holman, Lawyers
November 19, 1948

File R 14210

assistance or approval to the continuation of any such condition. It is suggested that in order to avoid the violation of the statute Mr. Christensen install a proper disposal system so that there will be no surface drainage of the overflow.

Very truly yours,

J. M. DEVERS

By

J. W. DeSouza
Assistant Counsel

JWDmm

cc - Mr. W. C. Williams
Mr. A. C. Skelton
Mr. R. L. Porter

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3-11-10

3.10

November 18, 1948

Mr. A. W. Schaupp
State Highway Commissioner
207 Willits Building
Klamath Falls, Oregon

Dear Mr. Schaupp:

Reference is made to your letter of November 12, in reply to my letter of November 10, concerning the cost overrun on the Oregon City-New Era contract.

The statement in my letter to the effect that this overrun is more than offset by underruns on other projects in Division No. 1 referred to overruns and underruns occurring on individual projects after the contracts were awarded. The statement was made to show that, in general, our contracts are being completed at costs less than the amounts authorized for them by the Commission at the times the contracts were awarded, and the statement is entirely true. Insofar as Division No. 1 is concerned, there is more than enough money in the project authorizations for the division to cover the overrun on the Oregon City-New Era job.

With regard to overruns and underruns of division allotments, which is something entirely different, it is true that the allotment made to Division No. 1 in 1945 has been greatly exceeded and that the excess includes considerable amounts on the Sunset Highway and the Clackamas County Timber Access Road. However, the overrunning of 1945 allotments to divisions has been general. For the State as a whole, the 1945 allotment has been exceeded by no less than $5,000,000. Of that total, Division No. 1 would be entitled to 26 per cent or $1,300,000.

To see where we stand in division allotments, we made, in September, a summarization of project costs by divisions, including all federal aid projects, state construction projects and forest highway projects programmed since 1939. A copy of this summarization is attached hereto, as is also a statement showing the division allocation percentages in effect during the same period. Please note that expenditures in Division No. 1 are under .29 of 1 per cent of the allotment as made by formula.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: T.H.B. enclosed

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN R. CHANDLER, MEMBER
EUGENE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. S. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ARTHUR W. SCHAUPP
507 WILLITS BUILDING
KLAMATH FALLS, OREGON

November 12, 1948

Mr. R.H. Baldock,
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

I have your letter of the 10th instant relative to the overrun on the Oregon City-New Era project. I note what you say about the overruns in Division #1, and I believe you must be mistaken about the amount accumulated on the underruns. Apparently you have not taken into consideration the $600,000.00 overrun on the Sunset Highway which I believe was in Division #1, and also the $285,000.00 on the Clackamas County timber access road which was to be charged against District #1. If I remember correctly the understanding, the amount of these overruns would be taken into consideration in the next road program in order that the amounts allocated to each district might be kept somewhere near within their bounds. If I am correct in my assumption that these overruns were in District #1, then District #1 would be pretty badly in the red, specially with $83,000.00 added.

I am giving my approval for the payment of this overrun provided that it is approved by the other two Commissioners.

Very truly yours,

NOTED
W. C. WILLIAMS

A.W. SCHAUPP, Member
Oregon State Highway Commission

AWS:BO
Encl. (1)

REFERRED TO
W. Williams
By [illegible]

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OREGON
STATE HIGHWAY COMMISSION

Wartime Project :-

	Amt.	Per Cent
Division 1	938,512	9.9
2	5,219,376	54.7
3	1,969,745	20.6
4	259,701	2.7
5	1,154,745	12.1
	9,542,079	100.0

10M 2-48

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 10, 1948

Oregon State Highway Commission

Gentlemen:

In conformance with the understanding that no project authorization will be increased more than 5% on jobs totaling more than $100,000, without your approval, I hereby request your approval for additional project authorization on the Oregon City-New Era project in the amount of approximately $83,000, which is an 11% overrun of the contract authorization.

This overrun was caused principally by an overrun in excavation quantities amounting to approximately $45,000, and an overrun in cost of constructing viaducts and the Parrot Creek bridge in the amount of approximately $15,000. Other miscellaneous overruns on the crushed rock surfacing and asphaltic pavement bring the total overrun up to the amount specified above. The overrun in excavation quantities was caused by necessity of flattening the slopes on the high rock bluffs, to prevent ravel. We had anticipated that the rock slopes would stand on an angle of approximately one-half to one, but in several instances we had to flatten the slopes as a matter of safety. The same reason occurs for the overrun in the cost of constructing the viaducts and the Parrot Creek bridge, in that additional excavations had to be made to secure suitable foundation, which, of course, resulted in an overrun of concrete quantities, as well as excavation.

No additional allocation of funds will be necessary to cover this overrun, as underruns on other projects completed in Division No. 1 on the three-year postwar program now total in excess of $185,000, so that notwithstanding the increase of $83,000 on the Oregon City-New Era project, there is still an underrun of slightly over $100,000 on projects within the Division. Some of the major underruns occurring are on the Troutdale-Wahkeena Creek hydraulic embankment in the amount of $58,000; the Gardner Ranch-Berger Ranch Section, $16,000; Davies-North Plains, $14,500; McNamers Camp-Washburn Section, $15,800; et cetera.

As additional payments will be due the contractor on his December 10 estimate, which is prior to the next Commission meeting, I would appreciate your advising your approval or disapproval of the additional project authorization on the copy of this letter which is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

Approved 11-13-48
Disapproved ____

ALLOTMENT OF CONSTRUCTION FUNDS TO HIGHWAY DIVISIONS

FEDERAL AND STATE PROGRAMS, PROGRAM YEARS 1940 TO 1948

(Expenditures plus present estimates of cost to complete programs)

September 1, 1948

I. SUMMARY STATEMENT

(For breakdown by programs of different classes, see Tables III and IV)

Program	Program Amounts (Based on latest revised estimates) Division 1	Division 2	Division 3	Division 4	Division 5	Total
Prewar Programs1/ (Without Forest Highway)	$ 3,701,870	$ 4,904,998	$ 4,466,265	$ 2,172,328	$ 3,954,133	$19,199,594
Postwar Programs2/ (Without Forest Highway)	15,219,400	9,271,100	9,949,400	8,177,500	9,230,300	51,847,700
Subtotals	$18,921,270 26.63%	$14,176,098 19.95%	$14,415,665 20.29%	$10,349,828 14.57%	$13,184,433 18.56%	$71,047,294 100.00%
Forest Highway Programs3/	1,371,857	2,574,888	1,146,515	1,805,302	932,624	7,831,186
Totals, All Programs	$20,293,127 25.73%	$16,750,986 21.23%	$15,562,180 19.73%	$12,155,130 15.41%	$14,117,057 17.90%	$78,878,480 100.00%

1/ Federal aid and state programs, program years 1940 to 1943.
2/ Federal aid and state programs, program years 1945 to 1948.
3/ Forest highway programs, program years 1940 to 1947.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, SECRETARY
KLAMATH FALLS
BEN. R. CHANCLER, MEMBER
COOS BAY

II. APPLICABLE APPORTIONMENT FORMULAE

Program Years		Division 1	Division 2	Division 3	Division 4	Division 5	Total
1940 to 1943	($20,438,780)	28.0 %	19.0 %	18.0 %	14.5 %	20.5 %	100.0%
War Period			(No formula used)				
1945 to 1947	($58,439,700)	25.33%	18.56%	22.21%	16.09%	17.81%	100.0%
Weighted Average	($78,874,480)	26.02%	18.67%	21.12%	15.68%	18.51%	100.0%

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3-1110

Salem, Oregon
November 15, 1948

Mr. Malcolm H. Meeks
O S S I E

The State Highway Commission, by letter, have approved an additional project authorization of $63,000 on the Oregon City-New Era project, Contract No. 3010, in Clackamas County.

W. C. Williams
Assistant State Highway Engineer

WCW:mm

cc Mr. S. H. Prebert
Mr. H. G. Smith

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November 10, 1946

Oregon State Highway Commission

Gentlemen:

In conformance with the understanding that no project authorization will be increased more than 5% on jobs totaling more than $100,000, without your approval, I hereby request your approval for additional project authorization on the Oregon City-New Era project in the amount of approximately $3,000, which is an 11% overrun of the contract authorization.

This overrun was caused principally by an overrun in excavation quantities amounting to approximately $4,000, and an overrun in cost of constructing viaducts and the Ferret Creek bridge in the amount of approximately $15,000. Other miscellaneous overruns on the crushed rock surfacing and asphaltic pavement bring the total overrun up to the amount specified above. The overrun in excavation quantities was caused by necessity of flattening the slopes on the high rock bluffs, to prevent caval. We had anticipated that the rock slopes would stand on an angle of approximately one-half to one, but in several instances we had to flatten the slopes as a matter of safety. The same reason occurs for the overrun in the cost of constructing the viaducts and the Ferret Creek bridge, in that additional excavations had to be made to secure suitable foundation, which, of course, resulted in an overrun of concrete quantities, as well as excavation.

No additional allocation of funds will be necessary to cover this overrun, as underruns on other projects completed in Division No. 1 on the three-year postwar program now total in excess of $105,000, so that notwithstanding the increase of $3,000 on the Oregon City-New Era project, there is still an underrun of slightly over $100,000 on projects within the Division. Some of the major underruns occurring are on the Troutdale-Multnomah Creek hydraulic embankment in the amount of $56,000; the Gardiner Ranch-Berger Ranch Section, $16,000; Davies-North Plains, $14,900; Multnomah Camp-Washburn Section, $13,800; et cetera.

As additional payments will be due the contractor on his December 10 estimate, which is prior to the next Commission meeting, I would appreciate your advising your approval or disapproval of the additional project authorization on the copy of this letter which is attached.

Very truly yours,

R. H. Baldock
State Highway Engineer

FORM E-30X 10M 6-48 23439

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 29, 1948

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

I am forwarding herewith Authority For Additional Expenditure on the Oregon City-New Era Section of the Pacific Highway East, contract No. 3010 to Warren Northwest, Inc. An additional authorization of $83,741.41 is requested. I am also forwarding copy of R. L. Porter's letter of October 29th, transmitting the above request, and enclosing an estimate of total cost of project made up on Quantity Summary Forms, and covering all items in the contract. This estimate is made up as of October 29, 1948.

You will note from Mr. Porter's letter and estimate, that the overrun in expenditure comes mainly from overrun on Location C excavation, overrun on most of the drainage items, overrun on bridge items on the partial viaduct just south of Canemah, and on piling at the Parrot Creek Bridge, and overrun on Class B asphaltic concrete. There is also an overrun of 3"-0" material in base and 3/4"-0" material in base and shoulders. A minor saving is shown on spring bracket guard rail and concrete curbs.

As mentioned by Mr. Porter, it is probable that we will have a saving of approximately $5,000.00 on engineering. Offsetting this are other contingency items such as adjustment for driving piling at the Parrot Creek Bridge, which will offset at least a portion of this saving.

Yours very truly,

REFERRED TO
Williams

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NOV 1 1948

I. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: R. L. Puter

FORM B-6001 1SM 10-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

P.O. Box 4356, Portland 7, Oregon

October 29, 1948

SUBJECT: Oregon City-New Era Section
[redacted] cost of project

To: Mr. A. G. Skelton
Division Engineer
O f f i c e

Dear Mr. Skelton:

Herewith is my estimate of the final cost of the Oregon City-New Era Section, Contract #3010. You will note that we have an apparent deficiency in authorization of $83,741.41. We have endeavored to anticipate all possible items of contingency and have made no allowance for any unforeseen work that might be necessary to complete the project. I do not believe this to be a liberal estimate but have tried to make it as accurate as possible.

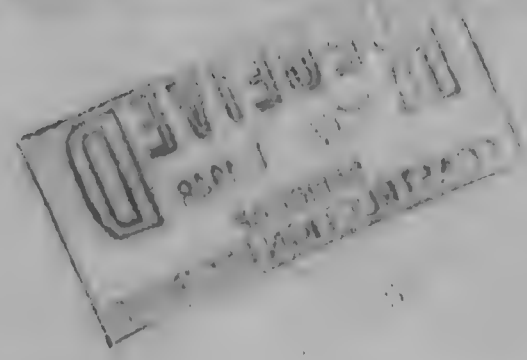
The overrun in Location "A" excavation is largely caused by the alignment shift near station 185. This shift was necessary in order to close the agreement with the Southern Pacific Co.

The overrun in Location "C" excavation is not readily explainable. The given quantity is at best an estimate as all remeasure work has not be completed. The contractor has only recently completed the rock cuts and our parties have had until now very little time to devote to this work. However there is no question that a very substantial overrun exists. We have certainly not removed any excavation to too flat a slope and I dont think the overbreak is more than normal.

Most of the drainage items overran and the only thing that can be offered in the way of explanation is that the contract quantities were not large enough.

The bridge work has cost more than was originally estimated. This is caused by having to make a partial redesign of the viaduct just south of Canemah and a rather large overrun of piling at the Parrott Creek Bridge.

Everything possible has been done to prevent the overrun of rock and pavement quantities. I have given this part of the work a great deal of personal attention and am sure that any less of these materials would have resulted in an inferior construction.



Prospect City-New Era, Estimate of final cost, Oct. 29, 1948

This probably covers the major overruns on the project. There is some overrun on the public utility work and the detour road maintenance. It does not seem that this additional cost could be avoided.

It is very possible that some saving can be made in engineering costs. With any luck the engineering expenditure may possibly not exceed $85,000.00. However in this case some request should be made for a contingency allowance. I wish to make clear that I do not consider this estimate to be a bit too liberal.

Yours very truly,

R. L. Porter
Resident Engineer

encl-3 copies

RECEIVED
NOV 1 1948
OFFICE OF
CONSTRUCTION ENGINEER

Form B-200-GS

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Section Oregon City-New Era | Contract No. 3010 | Estimate No. None | Job Prefix No. 3-1110 | Work done to

Kind of work Grading, Paving and Structures | Highway Pacific Highway East | Specified date of completion

Contractor Warren Northwest, Inc. | County Clackamas | Estimated date of completion

Sheet 1 of 6 Sheets

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount
1. Clearing and Grubbing	Lump Sum		All Spec.$	$ 8,000 00	All	8000 00				
2. Removal of Pavement	sq.yd.	0 60	1,440	864 00	3000	1800 00				
3. Removal of Curbs	lin.ft.	0 30	300	90 00	300	90 00				
4. Removal of Inlets	only	20 00	40	800 00	40	800 00				
5. Removal of Miscellaneous Concrete Structures	cu.yd.	5 00	230	1,150 00	230	1150 00				
6. Removal of Masonry Handrail	lin.ft.	0 70	1,000	700 00	1000	700 00				
7. Salvaging Guardrail	lin.ft.	0 35	3,000	1,050 00	3000	1050 00				
8. Structural Excavation, Unclassified	cu.yd.	5 00	800	4,000 00	1500	7500 00				
9. General Excavation, Locations "A", Unclassified	cu.yd.	1 50	22,000	33,000 00	30000	45000 00				
10. General Excavation, Locations "B", Unclassified	cu.yd.	2 00	3,000	6,000 00	3000	6000 00				
11. General Excavation, Locations "C", Unclassified	cu.yd.	2 40	55,000	132,000 00	67000	160800 00				
12. Short Overhaul	yd.stas.	0 02	71,000	1,420 00	80000	1600 00				
13. Long Overhaul	C-yd.stas.	0 50	5,000	2,500 00	6000	3000 00				
14. Rounding Cuchanks	lin.ft.	0 20	1,600	320 00	1600	320 00				
15. Finishing Roadbed and Slopes	miles	700 00	5.33	3,731 00	533	3731 00				
16. 8-inch Sewer Pipe	lin.ft.	1 00	800	800 00	800	800 00				
Sub Totals				$ 196,425 00		242341 00				

Est. of Cost

Total Cost to Oct. 29

Total authorizations approved to date, $ 749,728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

City-New Era — Contract No. 3010 — Estimate No. None — Job Prefix No. 3-1110 — Work done to ....., 19....

ing, Paving and Structures — Highway Pacific Highway East — Specified date of completion ....., 19....

n Northwest, Inc. — County Clackamas — Estimated date of completion ....., 19....

	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Performed to Date		To Complete Project		Performed Since Last Estimate	
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
d Grubbing	Lump Sum		All Spec.$	$,000 00	All	8000 00						
Pavement	sq.yd.	0 60	1,440	864 00	3000	1800 00						
Curbs	lin.ft.	0 30	300	90 00	300	90 00						
Inlets	only	20 00	40	800 00	40	800 00						
Miscellaneous												
Structures	cu.yd.	5 00	230	1,150 00	230	1150 00						
Masonry												
	lin.ft.	0 70	1,000	700 00	1000	700 00						
uardrail	lin.ft.	0 35	3,000	1,050 00	3000	1050 00						
Excavation,												
ed	cu.yd.	5 00	800	4,000 00	1500	7500 00						
vation, Loca-												
Unclassified	cu.yd.	1 50	22,000	33,000 00	30000	45000 00						
vation, Loca-												
Unclassified	cu.yd.	2 00	3,000	6,000 00	3000	6000 00						
vation, Loca-												
Unclassified	cu.yd.	2 40	55,000	132,000 00	67000	160800 00						
nl	yd.sta.	0 02	71,000	1,420 00	80000	1600 00						
l C	yd.sta.	0 50	5,000	2,500 00	6000	3000 00						
hanks	lin.ft.	0 20	1,600	320 00	1600	320 00						
adbed and												
	miles	700 00	5.33	3,731 00	5.33	3731 00						
Pipe	lin.ft.	1 00	800	800 00	800	800 00						
				$ 196,425 00		242341 00						

Cost of Project
Total Oct. 29, 1948
Est. of

approved to date, $ 749,728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

....., Engineer in Charge

Form S-000-000

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Section Oregon City-New Era Contract No. 3010 Estimate No. None Job Prefix No. 3-1110

Kind of work Grading, Paving and Structures Highway Pacific Highway East

Contractor Warren Northwest Inc. County Clackamas

Sheet 2 of 3 6

Item	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Performed to Date		To Complete Project	
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Subtotal Brought Forward				$ 196,425 00		242 34 1 00				
17. 8-inch Perf. Corr. Metal Drain Pipe, Coated	lin.ft.	1 75	760	1,330 00	700	1225 00				
18. 8-inch Metal Drain Pipe, Coated	lin.ft.	1 70	50	85 00	None					
19. 12-inch Perforated Metal Pipe	lin.ft.	2 30	220	506 00	250	575 00				
20. 18-inch Perforated Metal Pipe	lin.ft.	3 40	310	1,054 00	280	952 00				
21. 12-inch Corrugated Metal Pipe	lin.ft.	2 25	50	112 50	650	1462 50				
22. 36-inch Extra Strength Corr. Metal Pipe	lin.ft.	12 00	130	1,560 00	122	1464 00				
23. 12-inch Concrete Pipe	lin.ft.	1 70	260	442 00	600	1020 00				
24. 18-inch Concrete Pipe	lin.ft.	2 90	230	667 00	500	1450 00				
25. 30-inch Concrete Pipe	lin.ft.	6 00	80	480 00	78	468 00				
26. 36-inch Concrete Pipe	lin.ft.	7 50	20	150 00	64	480 00				
27. Extra for Installing Pipe Under Pavement	lin.ft.	3 00	320	960 00	500	1500 00				
28. Rock or Gravel Backfill in Drains	cu.yds.	4 50	120	540 00	120	540 00				
29. Salvaging Culvert Pipe	lin.ft.	2 00	220	440 00	220	440 00				
30. Special Concrete Catch Basins	only	55 00	16	880 00	20	1100 00				
315 Totals				$ 205,631 50		255017 50				

Total authorizations approved to date, $ 749728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

regon City-New Era
Grading, Paving and Structures
Warren Northwest Inc.

Contract No. 3010 Estimate No. None Job Prefix No. 3-1110
Highway Pacific Highway East
County Clackamas

Work done to ....., 19....
Proposed date of completion ....., 19....
Estimated date of completion ....., 19....

Item	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Performed to Date		To Complete Project		Performed Since Last Estimate	
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Brought Forward				$ 196,425 00		242 34 00						
ch Perf. Corr. Metal												
rain Pipe, Coated	lin.ft.	1 75	760	1,330 00	700	1225 00						
ch Metal Drain Pipe,												
ated	lin.ft.	1 70	50	85 00	None							
nch Perforated Metal												
pe	lin.ft.	2 30	220	506 00	250	575 00						
nch Perforated Metal												
pe	lin.ft.	3 40	310	1,054 00	280	952 00						
ch Corrugated												
tal Pipe	lin.ft.	2 25	50	112 50	650	1462 50						
nch Extra Strength												
rr. Metal Pipe	lin.ft.	12 00	130	1,560 00	122	1464 00						
ch Concrete Pipe	lin.ft.	1 70	260	442 00	600	1020 00						
ch Concrete Pipe	lin.ft.	2 90	230	667 00	500	1450 00						
ch Concrete Pipe	lin.ft.	6 00	80	480 00	78	468 00						
ch Concrete Pipe	lin.ft.	7 50	20	150 00	64	480 00						
for Installing												
e Under Pavement	lin.ft.	3 00	320	960 00	500	1500 00						
or Gravel Backfill												
Drains	cu.yds.	4 50	120	540 00	120	540 00						
ging Culvert Pipe	lin.ft.	2 00	220	440 00	220	440 00						
al Concrete Catch												
ins	only	55 00	16	880 00	20	1100 00						
ls				$ 205,631 50		255017 50						

orizations approved to date, $ 749728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

....., Engineer in Charge

Form B-320-OR

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Section Oregon City-New Era | Contract No. 3010 | Estimate No. None | Job Prefix No. 3-1110 | Work done to
Kind of work Grading, Paving and Structures | Highway Pacific Highway East | Specified date of completion
Contractor Warren Northwest Inc. | County Clackamas | Estimated date of completion

Sheet 3 of 3 6 Item	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Performed to Date		To Complete Project		Performed Si
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity
Subtotal Brought Forward				$ 205,631 50		255017 50					
31. Concrete Inlets	only	70 00	24	1,680 00	30	2100 00					
32. Adjustment of Manholes	only	60 00	8	480 00	12	720 00					
33. Concrete Curb	cu.yd.	45 00	230	10,350 00	150	6750 00					
34. Concrete Gutters	cu.yd.	45 00	500	22,500 00	350	15750 00					
35. Concrete Driveways	sq.yd.	4 00	200	800 00	200	800 00					
36. Concrete Walks	sq.yd.	3 00	1,450	4,350 00	1450	4350 00					
37. Cement Rubble Masonry Walls	cu.yd.	50 00	50	2,500 00	135	6750 00					
38. Cement Rubble Masonry Parapets	lin.ft.	9 00	800	7,200 00	800	7200 00					
39. Spring Bracket Guard Rail With Concrete Posts	lin.ft.	3 50	5,000	17,500 00	4000	14000 00					
40. Wood Sight Posts	only	15 00	40	600 00	40	600 00					
41. Shoring, Cribbing, Etc. For Stairs and Walls	Lump Sum		All Spec.	1,500 00	All	1500 00					
42. Structural Excavation For Stairs and Walls	cu.yd.	4 00	600	2,400 00	600	2400 00					
43. Structural Excavation Below Elevations Shown For Stairs and Walls	cu.yd.	4 00	60	240 00	None						
44. Class "A" Concrete in Stairs and Walls	cu.yd.	50 00	200	10,000 00	200	10000 00					
Sub Totals				$ 261,731 50		327937 50					

Total authorizations approved to date, $ 749,728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

, En

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

...ington Bros. — Contract No. 3010 — Estimate No. None — Job Prefix No. 3-1110 — Work done to ..., 19...

...g. Paving and Structures — Highway Pacific Highway East — Specified date of completion ..., 19...

Northwest Inc. — County Clackamas — Estimated date of completion ..., 19...

	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Performed to Date		To Complete Project		Performed Since Last Estimate	
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
...ovared				$ 205,631 50		255017 50						
...e	only	70 00	24	1,680 00	30	2100 00						
...ntheism	only	60 00	8	480 00	12	720 00						
	cu.yd.	45 00	230	10,350 00	150	6750 00						
...ete	cu.yd.	45 00	500	22,500 00	350	15750 00						
...ete	sq.yd.	4 00	200	800 00	200	800 00						
	sq.yd.	3 00	1,450	4,350 00	1450	4350 00						
...asonry												
	cu.yd.	50 00	50	2,500 00	135	6750 00						
...asonry												
	lin.ft.	9 00	800	7,200 00	800	7200 00						
...Faced Rail												
...ete Posts	lin.ft.	3 50	5,000	17,500 00	4000	14000 00						
...te	only	15 00	40	600 00	40	600 00						
...ing, Etc.												
...ed Walls	Lump Sum		All Spec.	1,500 00	All	1500 00						
...ection For												
...Walls	cu.yd.	4 00	600	2,400 00	600	2400 00						
...ection Be-												
...en Shown												
...ed Walls	cu.yd.	4 00	60	240 00	None							
...ete in												
...Walls	cu.yd.	50 00	200	10,000 00	200	10000 00						
				$ 287,731 50		327937 50						

...roved to date, $ 749722 65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

....., Engineer in Charge

Form S-20-681-5-47

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Section Oregon City-New Era Contract No. 3000 Estimate No. None Job Prefix No. 3-1110 Work done to

Kind of work Grading, Paving and Structures Highway Pacific Highway East Specified date of completion

Contractor Warren Northwest, Inc. County Clackamas Estimated date of completion

Sheet 4 of 5 Sheets

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount
				$ 307,731 50		327937 50				
Subtotal Brought Forward										
46. Metal Reinforcement in Stairs and Walls	lb.	0 11	21,000	2,310 00	21000	2310 00				
46. Shoring, Cribbing, Etc. For Partial Viaducts	Lump Sum		All Spec.	3,400 00	All	3400 00				
47. Structural Excavation For Partial Viaducts	cu.yd.	6 00	350	2,100 00	700	4200 00				
48. Structural Excavation Below Elevations Shown For Partial Viaducts	cu.yd.	6 00	30	180 00	30	180 00				
49. Class "A" Concrete in Partial Viaducts	cu.yd.	65 00	210	13,650 00	350	22750 00				
50. Metal Reinforcement in Partial Viaducts	lb.	0 11	43,000	4,730 00	65000	7150 00				
51. Shoring, Cribbing, Etc. For Bridge	Lump Sum		All Spec.	18,000 00	All	18000 00				
52. Structural Excavation for Bridge	cu.yd.	15 00	160	2,400 00	160	2400 00				
53. Structural Excavation Below Elevations Shown for Bridge	cu.yd.	15 00	20	300 00	20	300 00				
54. Furnish Steel Foundation Piling	lin.ft.	5 00	660	3,300 00	1400	7000 00				
55 Drive Piles	only	90 00	32	2,880 00	34	3060 00				
Sub Totals				$ 340,981 50		398687 50				

Total authorizations approved to date, $ 749728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Oregon City-Glen Bro... Contract No. 3080 Estimate No. None Job Prefix No. 3-1130 Work done to ....., 19....

...Grading, Paving and Structures... Highway Pacific Highway East Specified date of completion ....., 19....

...Warren Northwest, Inc.... County Clackamas Estimated date of completion ....., 19....

Item No.	Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount	Performed Since Last Estimate Quantity	Performed Since Last Estimate Amount
6	Brought Forward				$ 327,937 50		327937 50						
	...al Reinforcement in ...Stairs and Walls	lb.	0 11	21,000	2,310 00	21000	2310 00						
	...ring, Cribbing, Etc. ...For Partial Viaducts ...ructural Excavation	Lump Sum		All Spec.	3,400 00	All	3400 00						
	...For Partial Viaducts ...ructural Excavation ...Below Elevations Shown	cu.yd.	6 00	350	2,100 00	700	4200 00						
	...For Partial Viaducts ...e 3½" Concrete in	cu.yd.	6 00	30	180 00	30	180 00						
	...rtial Viaducts ...al Reinforcement in	cu.yd.	65 00	210	13,650 00	350	22750 00						
	...rtial Viaducts ...ing, Cribbing, Etc.	lb.	0 11	43,000	4,730 00	65000	7150 00						
	...r Bridge ...ctural Excavation for ...idge	Lump Sum		All Spec.	18,000 00	All	18000 00						
	...ctural Excavation ...ow Elevations Shown	cu.yd.	15 00	160	2,400 00	160	2400 00						
	...Bridge ...Steel Foundation	cu.yd.	15 00	20	300 00	20	300 00						
	...ing	lin.ft.	5 00	660	3,300 00	1400	7000 00						
	...-Pile	only	90 00	32	2,880 00	34	3060 00						
					$ 340,983 50		398687 50						

...ations approved to date, $ 749,728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

....., Engineer in Charge

Form E-350—864

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Section Oregon City-New Era | Contract No. 3010 | Estimate No. None | Job Prefix No. 3-1110 | Work done to

Kind of work Grading, Paving and Structures | Highway Pacific Highway East | Specified date of completion

Contractor Warren Northwest Inc. | County Clackamas | Estimated date of completion

Sheet 5 of 5 Item	Unit	Unit Price	Original Authorization		Estimate Corrected to Date		Performed to Date		To Complete Project		Performed Si
			Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity
Subtotal Brought Forward				$ 340,981 50		398687 50					
Class "A" Concrete in Bridge	cu.yd.	68 00	440	29,920 00	440	29920 00					
Metal Reinforcement in Bridge	lb.	0 11	86,000	9,460 00	86000	9460 00					
Metal Handrail	lin.ft.	11 00	550	6,050 00	550	6050 00					
3" - 0" Material in Base	cu.yd.	2 60	20,000	52,000 00	23000	59800 00					
3/4" - 0" Material in Base and Shoulders	cu.yd.	2 90	5,400	15,660 00	7500	21750 00					
3/4" - 0" Material in Binder Course	cu.yd.	4 00	550	2,200 00	450	1800 00					
Sprinkling	M-gal.	3 50	600	2,100 00	350	1225 00					
Class "B" Asphaltic Concrete	ton	5 75	34,000	195,500 00	36000	20700000					
Furnishing and Placing RC-3 Asphalt in Binder Course	ton	40 00	80	3,200 00	55	2200 00					
(Subtotal, Contract Bid Items)				$ 657,071 50		737892 50					
Anticipated Items:											
Oil and Maintain Co. Rd. Detour				20,000 00		25400 00					
Remove Truck Scale and House				500 00		254 50					
Signal Lines (R.R. Forces)				4,000 00		6000 00					
~~Contingencies~~				~~27,262 86~~							
~~Engineering~~				~~40,894 29~~							
Totals				~~$ 749,728 65~~ 681,371 50		769547 00					

Total authorizations approved to date, $ 74972865

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

....., Engi

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

gon City-New Era — Contract No. 3010 — Estimate No. None — Job Prefix No. 3-1110 — Work done to ....., 19.....

Grading, Paving and Structures — Highway Pacific Highway East — Specified date of completion ....., 19.....

ren Northwest Inc. — County Clackamas — Estimated date of completion ....., 19.....

m	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount	Performed Since Last Estimate Quantity	Performed Since Last Estimate Amount
ht Forward				$ 340,981 50		398687 50						
Concrete in												
	cu.yd.	68 00	440	29,920 00	440	29920 00						
inforcement in												
	lb.	0 11	86,000	9,460 00	86000	9460 00						
ndrail	lin.ft.	11 00	550	6,050 00	550	6050 00						
Material in Base	cu.yd.	2 60	20,000	52,000 00	23000	59800 00						
0" Material in												
and Shoulders	cu.yd.	2 90	5,400	15,660 00	7500	21750 00						
0" Material in												
r Course	cu.yd.	4 00	550	2,200 00	450	1800 00						
ng	M-gal.	3 50	600	2,100 00	350	1225 00						
" Asphaltic												
ete	ton	5 75	34,000	195,500 00	36000	207000 00						
g and Placing												
sphalt in Binder												
	ton	40 00	80	3,200 00	55	2200 00						
tract Bid Items)				$ 657,071 50		737892 50						
ms:												
tain Co. Rd. Detour				20,000 00		25400 00						
Scale and House				500 00		254 50						
(R.R. Forces)				4,000 00		6000 00						
s				~~27,262 86~~								
—				~~40,894 29~~								
				~~$ 749,728 65~~ 681,371 50		769547 00						

s approved to date, $ 749728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

....., Engineer in Charge

Form E-256—5M—11-45

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

Section Oregon City - New Era Contract No. 3010 Estimate No. None Job Prefix No. 3-1110 Work done to

Kind of work Grading, Paving & Structures Highway Pacific East Specified date of completion

Contractor Warren Northwest County Clackamas Estimated date of completion

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount	Performed Quantity
Subtotal Brought Forward				681571 50		769547 00					
Main West Union (W.U. Forces)						12000 00					
Move City Water Main & Services						650 00					
PA #1 Extra Clearing	acre	200 00			4	800 00					
PA #2 8" Perf. Conc Pipe	Lin ft	0 80			1100	880 00					
PA #3 Asph Conc. South Connect-ion	Ton	8 00			225	1800 00					
PA #4	Each	57 00			50	2850 00					
EWO #1 Move Water Line						93 68					
EWO #2 Move Sewer Line						99 98					
EWO #3 Hand Placed Slope						1050 00					
Additional Anticipated Items											
Cost of Additional Piling						1350 00					
Wood Stairs						1000 00					
Uncover Inspect & Repair Sewer						200 00					
Cost of Driving Additional Piling						1000 00					
Move Sidewalk Handrail at North End Project						150 00					
Subtotal						793470 06					
Contingencies				27262 86							
Engineering				40894 29		40000 00					
Totals				749728 65		833470 06		diff - 83741 41			

Total authorizations approved to date, $ 749728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

A. L. Potts, Engr

1-48

OREGON STATE HIGHWAY DEPARTMENT—QUANTITY SUMMARY SHEET

egon City - New Era — Contract No. 3010 — Estimate No. None — Job Prefix No. 3-1110 — Work done to ____, 19__

Grading, Paving & Structures — Highway Pacific East — Specified date of completion ____, 19__

Warren Northwest — County Clackamas — Estimated date of completion ____, 19__

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Date Quantity	Performed to Date Amount	To Complete Project Quantity	To Complete Project Amount	Performed Since Last Estimate Quantity	Performed Since Last Estimate Amount
Brought Forward				681571 50		769547 00						
Union (Mill Forces)						12000 00						
Water Mains & Services						650 00						
Clearing	acre	200 00			4	800 00						
" Conc. Pipe	Lin Ft	0 80			1100	880 00						
Conc. South Connection	Ton	8 00			225	1800 00						
	Each	57 00			50	2850 00						
" Water Line						93 48						
" Sewer Line						99 38						
Hand Placed Slope						1050 00						
Anticipated Items												
Additional Piling						1350 00						
Repairs						1000 00						
Inspect & Repair Sewer						200 00						
Decking Additional Piling						1000 00						
Sidewalk Handrail at North End Project						150 00						
Subtotal						793470 06						
				27262 86								
				40874 29		40000 00						
				749728 65		833470 06	diff -	83741 41				

RECEIVED
SEP 1 1948
OFFICE OF
CONSTRUCTION

tions approved to date, $ 749728.65

INSTRUCTIONS—Include in "Estimate Corrected to Date" absolutely every item of cost that it is possible to anticipate, including extra work and state force work, and, for the purpose of this report, estimate all quantities liberally, so that the actual final cost will be less, rather than more than the cost shown hereon. List under the heading "Performed Since Last Estimate" all work to be paid for on the current estimate. Do not include "Materials on Hand" on this form.

K. L. Potts, Engineer in Charge

RECEIVED
FOR FILING

3-1110

3-10

Salem, Oregon
September 27, 1948

Mr. A. G. Skelton

Attached is a copy of the agreement between the State Highway Commission and The Western Union Telegraph Company covering relocation of the company's facilities on the Oregon City-New Era Project. This agreement is for your records and files.

The copy of the agreement which you forwarded with your letter of September 17 has been sent to Mr. Barton of The Western Union Telegraph Company, and the attached copy is the one sent to us by him to be forwarded on to you.

Secretary

ec
Attch.

September 27, 1948

Mr. C. P. Norton
Division Plant Superintendent
The Western Union Telegraph Company
San Francisco, California

Dear Mr. Norton:

We are enclosing for the company's records and files a copy of the agreement between the State Highway Commission and The Western Union Telegraph Company covering relocation of the company's facilities on the Oregon City-New Era Section of the Pacific Highway East, in Clackamas County, Oregon.

The enclosed copy bears the notations mentioned in your letter of September 14 and was sent to this office by the Highway Department's Division Engineer for the Oregon City area after we had contacted him concerning your request.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Enc.

FORM S-30 2M 1-48 30004

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 17, 1948

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

References made to your letter of September 16, with which was attached copy of a letter from Mr. C. P. Norton, Division Plant Superintendent of The Western Union Telegraph Company, concerning copy of the agreement between the State Highway Commission and the Telegraph Company, covering relocation of the company's facilities on the Oregon City-New Era Project.

Our copy of this agreement does have the notations mentioned by Mr. Norton, and I am returning it herewith. Will you please send us the copy of this agreement mentioned in your letter.

Very truly yours,

T. G. SKELTON
Division Engineer

AGS:gck
Encl.

RECEIVED
SEP 20 1948
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
September 16, 1948

Mr. A. G. Skelton

Attached is a copy of a letter from Mr.C. P. Norton, Division Plant Superintendent of The Western Union Telegraph Company, concerning the copy of the agreement between the State Highway Commission and the telegraph company covering relocation of the company's facilities on the Oregon City-New Era project which was sent to him with my letter of September 2. His letter is self-explanatory.

If you find any notations as mentioned in Mr. Norton's letter on the copy of this agreement in your files, will you please return your copy to me, and I will forward it to Mr. Norton and send you the copy which he returned to me. If there are no notations of any sort on the copy you have, please let me know and I will so inform Mr. Norton and return to him the copy he sent to me.

Secretary

cc
Attch.

THE WESTERN UNION TELEGRAPH COMPANY

PACIFIC DIVISION

SAN FRANCISCO CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

September 14, 1948

ESTIMATES - Pacific - 610-48

Oregon State Highway Commission
Salem, Oregon

ATTENTION: MR. H.B. GLAISYER
Secretary

Gentlemen:

This is in connection with your letter of September 2 enclosing copy of a letter from Mr. A.G. Skelton, Divn. Engineer at Portland, concerning copies of Agreement prepared by the State of Oregon for work done by the Western Union Telegraph Co. in the vicinity of Oregon City and New Era, Oregon.

In my letter of August 27, addressed to Mr. Baldock, I should have mentioned that the copy we wished returned presumably was marked "Western Union Telegraph Co. Copy" but, in any event, it had notations on the fourth sheet of the written text indicating certain officials of our Company who had passed on the Agreement. These initials were in addition to the signatures of Mr. D.P. Dickie and E.M. Harker.

It would be appreciated if you would ask Mr. Skelton to further examine the agreement now in his possession and if it bears the initials, as outlined above, substitute the one attached to this letter for it and return his present copy to me.

Yours truly,

C P Norton
Division Plant Superintendent

WED:mc
GWS
Attach.

RECEIVED
SEP 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP - 2 1948
FOR FILING

3-1110

3-2-10

September 2, 1948

Mr. C. P. Morton
Division Plant Superintendent
The Western Union Telegraph Company
Pacific Division
San Francisco 8, California

Dear Mr. Morton:

Since receiving your letter of August 27, 1948, regarding the copy of the agreement covering protection of your facilities during construction of the Oregon City-New Era Section of the Pacific Highway East, we have made a thorough perusal of the copy of the agreement in our files and have requested the Division Engineer who was sent the third copy to do likewise.

Each of the copies bears the notation "Western Union Telegraph Co," so we are returning to you the copy you sent to us with your letter of August 27. We would be very glad to accommodate you in this matter if we had found the copy bearing the notation you mentioned.

A copy of the Division Engineer's letter to this office concerning this matter is enclosed.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encs.

FORM S-20 20M 8-46 [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 1, 1948

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary, State Highway Commission
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 30th, with which you enclosed a copy of a letter from the Western Union Telegraph Co., concerning the executed copy of the agreement between the State Highway Commission and the Western Union Telegraph Co., covering the relocation and protection of the company's facilities on the Oregon City-New Era Section.

The copy of the agreement received by us is a fully executed copy, but there is no marking on the agreement for Western Union Telegraph Company, as mentioned in your letter. Unless we hear further from you, we will not forward this copy.

Yours very truly,

R. G. Skelton

R. G. SKELTON
Division Engineer

AGS:w

NOTED
H. B. GLAISYER

RECEIVED
SEP 2 1948
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
August 30, 1948

Mr. A. E. Stalter
Division Engineer
State Highway Department
Portland 1, Oregon

Dear Mr. Stalter:

Enclosed is a copy of a letter from The Western Union Telegraph Company, which is self-explanatory.

Our records show that on June 16, 1948, Mr. E. G. Smith sent to you a copy of the agreement mentioned, and it is requested that you check your files to determine whether or not your copy is the one which has been marked "Western Union Telegraph Co." If so, will you please return it to this office and another copy of the agreement will be immediately sent to you.

Secretary

cc
Encl.

THE WESTERN UNION TELEGRAPH COMPANY

PACIFIC DIVISION

SAN FRANCISCO 8, CAL.

C. P. NORTON
DIVISION PLANT SUPERINTENDENT

August 27, 1948

ESTIMATES - Pacific - 610-48

Mr. R.H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This has reference to my letter of May 25, 1948, transmitting 3 copies of Agreement prepared by the State of Oregon to cover the protection of Western Union Telegraph Co. facilities during the reconstruction of the Pacific Highway east between Oregon City and New Era and your letter of June 14, 1948, returning one fully executed copy of the Agreement.

We neglected to request that the copy marked "Western Union Telegraph Co." be returned. I am returning herewith the copy which you transmitted with your letter of June 14 with a request that the one marked "Western Union Telegraph Co. Copy" be returned to us instead of the attached copy.

Yours truly,

C P Norton

Division Plant Superintendent

MBC:mc
GW3
Attach.

RECEIVED
AUG 30 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 1 1948
FOR FILING

3-1110

3010

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 15, 1948

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

Some time ago Mr. Baldock requested that we make a detailed estimate as to the time required to complete the various sections of the Oregon City-New Era Project on the Pacific Highway East. He asked that I forward this estimate to yourself.

I have gone over the various items in this project in detail with Mr. Porter and also with Mr. Johnson, who is looking after the bridge items. Mr. Porter expects Jacobsen to complete his grading in about three weeks, or early in October. He estimates the paving at from 30 to possibly 35 paving days, but expects them to be held up slightly by the grading sub-contractor with a loss of probably three or four days from this source, and, of course, there will be some lost time due to weather within this period. His estimate for completion of the paving is about November 1st.

On the structures, the wall and viaduct work on the north end of the project should be completed this month, but it is estimated that the Parrot Creek Bridge widening will not be completed until some time between the 1st and 15th of December.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
cc: H. G. Smith
R. L. Porter

RECEIVED
SEP 16 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 10 1948
FOR FILING

3-1110

3010

Salem, Oregon
September 9, 1948

Mr. A. G. Skelton
Division Engineer
State Highway Department
Box 1644 Sellwood Station
Portland 2, Oregon

Dear Sir:

At the south end of the Oregon City-New Era Project the transition from four-lane pavement to two-lane pavement occurs at the crest of the New Era Hill in such a manner as to create a serious traffic hazard for south-bound traffic. In order to eliminate this hazard it will be necessary to continue the two lanes of pavement for south-bound traffic to a point well south of the crest of the hill.

I enclose a map on which is indicated the pavement widening necessary to eliminate the hazardous condition. Please arrange to have the south-bound lane of the pavement widened in conformance with the map before the project is completed.

It would be preferable, of course, to have the work done by contract, but in the event dropping back to do this work would create to much interference with the contractor's normal procedure, you are authorized to do the work by state forces upon submission of a state force work order applying to contract projects.

It may be that the contractor may have some slack time while waiting on subgrade preparation. If so, he should be moved back to do this work whenever the opportunity arises.

Please advise when you have completed arrangements for this work.

Very truly yours,

W. C. Williams
Assistant State Highway Engineer

WCW/ds
cc - H. G. Smith

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AUG 18 1948
FOR FILING

3-1110

3010

August 17, 1948

Oregon City Water Department
Oregon City, Oregon

Gentlemen:

This is your authority to re-establish your water facilities in Commonwealth where they interfere with the new highway construction, in accordance with your estimate of $690.00.

Upon completion of the work, please submit proper billing to the Highway Department.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

cc: H. G. Smith

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract# 2961 Ends with: Contract# 3010

FLASH CARDS: Begins every Contract Continued Upon Reel #46

Remarks:

Reel No. _____ Reduction Ratio 21:1 Project No. _____

Camera: Name Bell & Howell Model File Master Film Recordak AHU. MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 18 day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda Lewis _____